



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, DECEMBER 11, 2017 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Nov 27, 2017 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Tazewell County Animal Control Billing - November 2017 ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – November 2017
6.2.	Liquor Commission Minutes 10/26/2017 Receive and File
6.3.	Resolution No. 71-17/18 Mayor of Pekin designated to be City of Pekin Representative to the Greater Peoria Economic Development Council Board 2018 ACTION REQUESTED: Adopt Resolution 71-17/18.
7.	New Business
7.1.	2017 CDBG Public Service activities ACTION REQUESTED: Council approval of the 2017 CDBG Public Service activities
7.2.	Resolution No. 69-17/18 Abatement of Taxes Ordinance No. 2667-12/13 General Obligation Bond Series 2012 \$2,100,000 / Ordinance No. 2673-12/13 \$1,975,000.00 Levy and Collection Ordinance Capital Projects ACTION REQUESTED: Adopt Resolution No. 69-17/18
7.3.	Resolution No. 70-17/18 Abatement of Taxes Ordinance. No. 2625-10/11 Bond Series 2010

	\$7,110,000 Sewer Treatment Plant ACTION REQUESTED: Adopt Resolution No. 70-17/18
7.4.	ORDINANCE NO. 2774-17/18_ AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, FOR THE FISCAL YEAR FROM MAY 1, 2017 TO APRIL 30, 2018 AND KNOWN AS THE ANNUAL LEVY ORDINANCE. ACTION REQUESTED: Approve Ordinance 2774-17/18 levying 2017 municipal property tax for the City of Pekin.
7.5.	TIF Façade Program for 507 Court Street – West Dublin Pub ACTION REQUESTED: Pre-Approve TIF Façade Program for 507 Court Street - West Dublin Pub
7.6.	TIF Commercial Retail Loan Program for 507 Court Street – West Dublin Pub ACTION REQUESTED: Pre-Approve \$25,000 TIF Commercial Retail Forgivable Loan
7.7.	Concurrence to Award the Project at the Pekin Municipal Airport C15-4578 ACTION REQUESTED: To concur to award the bid for the Pekin Municipal Airport Electrical Project C15-4578 to Oberlander Electric. Co. in the amount of \$670,760.06
7.8.	Agreement with Hanson Professional Services for Construction Engineering ACTION REQUESTED: To approve the agreement with Hanson Professional Services Inc. for construction engineering associated with the Pekin Municipal Airport Electrical Project C15-4578 in the amount not to exceed \$123,028.00
7.9.	Agency Agreement with Illinois Department of Transportation, Aeronautics ACTION REQUESTED: To Approve the Inter-Government Agreement with the Illinois Department of Transportation, Aeronautics for the Pekin Municipal Airport Project C15-4578
7.10.	Contract for Fire Protection and Emergency Services Brush Hill Fire Protection District ACTION REQUESTED: Approve Contract May 1, 2018 – April 30, 2038
7.11.	Retention Agreement with Edelson PC ACTION REQUESTED: Approve the agreement for firm to represent the City in

	class action litigation of claims against opioid manufacturers and distributors.
8.	Any Other Business To Come Before The Council
9.	Executive Session 5 ILCS 120/2 (c)
10.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

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

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

3 A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

4 A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

5 An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY NOVEMBER 27, 2017 AT 5:30 O'CLOCK P.M.
JOHN MCCABE *MAYOR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by a group of firefighters that had volunteered their time to restore the Santa Hut for Downtown Pekin.

The meeting was called to order by Mayor McCabe at 5:30 p.m. The Clerk confirmed that all members were present for roll call. A quorum was declared.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:19 PM
Michael Garrison	Councilman	Present	4:58 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:55 PM
John P Abel	Council Member	Present	4:57 PM
Michael Ritchason	Council Member	Present	5:21 PM
Mark Luft	Council Member	Present	5:08 PM
John McCabe	Mayor	Present	5:26 PM

APPROVE AGENDA

- 3.1. Motion to: **Motion to Remove Item 7.1 Strategic Plannin Services and Approve as Amended**

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

- 3.2. Motion to: **Approve agenda as Amended**

APPROVAL OF MINUTES

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

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

- 4.2. **City Council - Regular Meeting - Nov 13, 2017 5:30 PM**

PUBLIC INPUT

Rick Hilst commented that there were no paper copies of the agenda available to speak to agenda items.

No other Public Input was received.

CONSENT AGENDA

Minutes Acceptance: Minutes of Nov 27, 2017 5:30 PM (Approval of Minutes)

Mayor McCabe read and presented for consideration the Consent Agenda approve by Omnibus Vote.

- 6.1. Pekin Zoning Board of Appeals Minutes Dated September 13, 2017**
- 6.2. Building Department Report - October 2017**
- 6.3. Police Department Stats - October 2017**
- 6.4. Tazewell County Animal Control Billing - October 2017**
- 6.5. Enjoy Pekin Tourism Minutes - September 12, 2017**
- 6.6. Tazewell/Pekin Consolidated Communications Center Financial Statements April 30, 2017 Prepared by Willock Warning & Co., P.C.**
- 6.7. Motion to: Motion to Approve Consent Agenda**

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

NEW BUSINESS

- 7.1. Pekin Municipal Airport Farm Lease**
Council was informed the action requested was to approve a one year lease with Mark Weyhrich in an amount of \$140 per acre for a total value of \$17,108.00 to farm available land at the Pekin Municipal Airport. The increase was 12% over the equitant value from last year of \$125.00 per acre (\$110 in cash and \$15 per acre for work in kind) An addition to the lease was also noted that the City would have the ability to reclaim, a portion of available farm land to be used for a possible solar farm. Council discussed that the lease term would expire October 31, 2018 to allow the City the possibility of putting the lease out for bid.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Public was given the opportunity to address the Council with comments and concerns. The following spoke:

Tammy Sylvester submitted to the Council 1,000 signatures to a Petition for Weekend Saturday Bus Service for Pekin, Illinois. She stated the bus service was the main transportation source for many citizens for work, laundry, shopping. Ms. Sylvester also asked that Council consider running the bus service 2 hours later than the last bus that leaves Wal-Mart at 5L15 p.m. Mayor McCabe stated he would take the request to the Pekin Chamber of Commerce Transportation Committee.

Rick Hilst questioned if the \$30,000 to be spent for Strategic Planning was in the Budget. He commented that it was not a good way to spend money but instead should be used to purchase a tar kettle.

Mr. Hilst noted the crack fill project Parkway Court to Willow Street, he had pointed out an earlier meeting was still not completed beyond Broadway.

Council Member Luft thanked the IT Department for their work in completing the scheduled update to the camera system in the Chambers.

Council Member Abel expressed concern of a local car dealer that was not given the opportunity to provide proposals for the acquisition of the used vehicle purchased for the Police Department. The City's Local Bidder Preference Policy was discussed.

Council Member Orrick asked that staff check with CitiLink and the availability and cost for additional bus service hours.

Mayor McCabe announce several dates and times of upcoming local events:

Christmas on Court, Derby Street Public Input Sessions, Friends of Harmony performances, Bicentennial State Celebration. He expressed appreciation for the enjoyable Christmas Parade and Pekin Park tree lighting event.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

No further business to come before the Council, motion by Council Member Orrick, seconded by Council Member Ritchason that Council adjourn. Mayor McCabe adjourned the meeting at 6:00 p.m.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control Billing - November 2017

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – November 2017

DESCRIPTION: Tazewell County Animal Control Billing – November 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Tazewell County Animal Control

21314 State Route 9
 PO Box 158
 Tremont, IL 61568
 Phone: (309) 925-3370
 FAX: (309) 925- 3633

**NOVERMBER 2017 INVOICE**

Balance Due \$3753.83

City Of Pekin
 111 S Capitol St
 Room 242
 Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
12-04-2017	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 12-04-2017, there is a balance due of			\$3,753.83

FOR SERVICES PROVIDED 11/1/17 - 11/30/17

Attachment: Animal Control - November 2017 (1288 : Tazewell County Animal Control Billing - November 2017)

Record count on this entire report: 137

Run Date: 12-04-2017 09:44:24 AM by Ryan A Sanders

FAX: (309) 925- 3633

Group By Municipality
Order By Municipality
Page Number: 13 of 20

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
11-14-2017 6	11-14-2017	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Brad Thomas	#47543/M/Dog/American Pit Bull Terrier Ninjal/Large/Adult/Black/Brindle	
11-14-2017 7	11-14-2017	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Brad Thomas	#46737/F/Dog/American Pit Bull Terrier Hazel/Large/Adult/Tan	
11-02-2017 6	11-02-2017	Stray/Aco Pickup Pickup location: 1610 Holiday Drive, Pekin, IL 61554	Lohnes, Pam	Jennifer...	#135440/F/Dog/Catahoula Leopard Dog Sage/Large/Adult/Tan/Merle	2570
11-03-2017 6	11-03-2017	Stray/Aco Pickup Pickup location: 1403 Glendale Avenue, Pekin, IL 61554	Lohnes, Pam	Seth Friedrich	#109818/M/Dog/Weimaraner Todd/Large/Adult/Blue	2576
11-10-2017 1	11-10-2017	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam	Susan Erbe	#117151/M/Dog/Shih Tzu Patches/Small/Adult/Black/White	2619
11-21-2017 8	11-21-2017	Stray/Aco Pickup Pickup location: 1420 Morton St, Unit 15, Pekin, IL 61554	Harms, Jaymee	Josh White	#156190/M/Dog/Beagle Shorty/Medium/Adult/Tri	2668
11-02-2017 3	11-02-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Logan Lembke	#157155/F/Cat/Dsh Mia/Medium/Adult/Tortoise Shell	
11-02-2017 2	11-02-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Logan Lembke	#157157/M/Cat/Dsh George/Medium/Adult/Orange	
11-03-2017 5	11-03-2017	Owner Surrender/Aco Pickup Pickup location: 2324 Washington Road, Apt E1, Washington, IL 61571	Lohnes, Pam	Tail Oaks	#157590/M/Cat/Dsh Oakly/Small/Adult/White	2574
11-03-2017 8	11-03-2017	Stray/Aco Pickup Pickup location: 221 Margaret, Pekin, IL 61554	Lohnes, Pam		#157599/M/Cat/Dmh Dugger/Small/Adult/Yellow/Tabby	2578
11-07-2017 1	11-06-2017	Wildlife/Aco Pickup Pickup location: 716 Monge, Pekin, IL 61554	Lohnes, Pam		#157713/U/Bird/Hawk Small/Adult/Brown	2597
11-07-2017 3	11-07-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Elizabeth Naven	#157730/M/Lizard/Bearded Dragon Carl/Medium/Adult	
11-03-2017 7	11-03-2017	Stray/Aco Pickup Pickup location: 1403 Glendale Avenue, Pekin, IL 61554	Lohnes, Pam	Seth Friedrich	#142911/M/Dog/Bluetick Coonhound Hansell/Large/Adult/Black/White	2576
11-11-2017 1	11-11-2017	Stray/Aco Pickup Pickup location: 213 Sunnyridge Court, D, Pekin, IL 61554	Homerin, Charlena		#157859/F/Dog/Labrador Retriever Buttercup/Large/Adult/Blonde	2620
11-11-2017 2	11-11-2017	Stray/Aco Pickup Pickup location: 111 S Capital, Pekin, IL 61554	Homerin, Charlena		#157860/F/Cat/Dsh Deania/Medium/Adult/White/Calico	2621
11-13-2017 6	11-13-2017	Quarantine/Aco Pickup Pickup location: 334 Buena Vista, Pekin, IL 61554	Sanders, Ryan A		#157891/M/Cat/Dsh Shadow/Medium/Adult/Black	2627
11-27-2017 5	11-27-2017	Stray/Aco Pickup Pickup location: S 12th And 13th St, Pekin, IL 61554	Harms, Jaymee	Celena Sisk	#143697/F/Dog/Boxer Daisy/Medium/Adult/White/Brown	2694
11-14-2017 2	11-14-2017	Wildlife/Aco Pickup Pickup location: 2133 N Parkway Drive, Pekin, IL 61554	Lohnes, Pam		#157937/U/Other/Raccoon Medium/Adult/Black/Brown	2634

(L102 Jeqwvavon - bujilil jontrolmavv Atunovv Jwvazv : 8821) L102 Jeqwvavon - jontrolmavv : jwvavv)

17
LAKEVIEW COUNTY ANIMAL CONTROL
LAKEVIEW COUNTY ANIMAL CONTROL

Record count on this entire report: 137

Run Date: 12-04-2017 09:44:24 AM by Ryan A Sanders

FAX: (309) 925- 3633

Group By Municipality
 Order By Municipality
 Page Number: 14 of 20

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
11-14-2017 4	11-14-2017	Wildlife/Aco Pickup Pickup location: 2133 N Parkway Drive, Pekin, IL 61554	Lohnes, Pam		#157940/U/Other/Raccoon Medium/Adult/Black/Brown	2634
11-16-2017 1	11-15-2017	Wildlife/Aco Pickup Pickup location: 2201 Belmont, Pekin, IL 61554	Lohnes, Pam		#157997/U/Other/Opossum Small/Adult/Gray	2641
11-20-2017 1	11-20-2017	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee		#158111/F/Dog/Pit Bull Mona Lisa/Medium/Adult/Brown	2659
11-23-2017 1	11-23-2017	Stray/Aco Pickup Pickup location: 1604 Deppert, Pekin, IL 61554	Harms, Jaymee		#158206/M/Cat/Dsh Turkeybird/Small/Brown/Tabby	2678
11-28-2017 5	11-28-2017	Stray/Aco Pickup Pickup location: 1002 Washington, Pekin, IL 61554	Harms, Jaymee		#158289/M/Dog/Springer Spaniel Lucky Morris/Medium/Adult/Liver/White	2697
11-29-2017 4	11-29-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Raymond Ferro	#158329/F/Dog/Pit Bull Swarley/Medium/Adult/Brindle	
11-30-2017 5	11-30-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#158351/F/Cat/Dmh Soot/Small/Kitten/Black	
11-14-2017 1	11-14-2017	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Curtis Perkinson	#156896/F/Dog/Chow Chow Cubby/Medium/Adult/Red/Black	
11-02-2017 1	11-02-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Logan Lembke	#157156/M/Cat/Dsh Fred/Medium/Adult/Orange	
11-01-2017 3	11-01-2017	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee		#157509/M/Dog/Chihuahua Chi Chi/Small/Adult/White	2565
11-02-2017 7	11-02-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#157560/F/Cat/Dsh Peep/Small/Kitten/Tortoise Shell/Tabby	
11-03-2017 4	11-03-2017	Stray/Aco Pickup Pickup location: 10 Maple St, Pekin, IL 00000	Lohnes, Pam		#157589/F/Cat/Dsh Moana/Medium/Adult/Black/White	2572
11-03-2017 9	11-03-2017	Stray/Aco Pickup Pickup location: Court St, Pekin, IL 61554	Homerin, Charlena		#157616/F/Cat/Dsh Elsa/Small/Adult/Orange/White	2580
11-06-2017 1	11-06-2017	Owner Surrender/Aco Pickup Pickup location: 1305 Matilda, Pekin, IL 61554	Lohnes, Pam	Anthony Lee	#157661/F/Dog/Terrier Small/Adult/White/Tan	2588
11-06-2017 3	11-06-2017	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Lohnes, Pam		#157674/M/Dog/Corgi Albus/Small/Adult/White/Tan	2586
11-09-2017 7	11-09-2017	Stray/Aco Pickup Pickup location: 221 Margaret St, Pekin, IL 61554	Lohnes, Pam		#157792/M/Cat/Dsh Gelato/Medium/Adult/White/Tabby	2615
11-13-2017 4	11-13-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes		John Legrande	#157889/M/Dog/Pit Bull Petey/Large/Adult/Blue/White	
11-14-2017 3	11-14-2017	Wildlife/Aco Pickup Pickup location: 2133 N Parkway Drive, Pekin, IL 61554	Lohnes, Pam		#157939/U/Other/Raccoon Medium/Adult/Black/Brown	2634

(L101202 - November 2021) Tazewell County Animal Control Billing : 8821) L101202 - November 2021 Attachment: Animal Control - November 2021

Case File Number: L101202-2021-0000017

Record count on this entire report: 137

Run Date: 12-04-2017 09:44:24 AM by Ryan A Sanders

FAX: (309) 925-3633

Group By Municipality
Order By Municipality
Page Number: 15 of 20

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call
11-15-2017 1	11-15-2017	Stray/Aco Pickup Pickup location: 111 S Capitol, Pekin, IL 61554	Lohnes, Pam		#157970/M/Cat/Siamese Paprika/Small/Adult/Flame Point	2636
11-16-2017 5	11-16-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#158027/M/Cat/Dsh Snuggle/Medium/Adult/Tabby	
11-21-2017 1	11-21-2017	Stray/Aco Pickup Pickup location: 413 Edgewood, Pekin, IL 61554	Lohnes, Pam		#158145/M/Dog/Pit Bull Pupperoni/Medium/Puppy/Tan/White	2665
11-21-2017 7	11-21-2017	Owner Surrender/Citizen Turn-in Pickup location: Not specified or see notes			#158169/M/Cat/Dsh Tubby/Large/Adult/Brown/White	
11-27-2017 6	11-27-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#158250/M/Cat/Dsh Milton/Medium/Adult/Tabby/White	
11-30-2017 4	11-30-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#158350/F/Dog/Shih Tzu Miss Jackson/Small/Adult/Gray	
End of Group		Group count:	42			

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: December 1, 2017****From: Paula Gensel, Admin Asst.****AGENDA ITEM:** Liquor Commission Minutes 10/26/2017**AGENDA DATE REQUESTED:** December 11, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**LIQUOR COMMISSION MINUTES
THURSDAY, OCTOBER 26, 2017 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:05 p.m.

The **PLEDGE of ALLEGIANCE** was led by Fire Chief Kurt Nelson.

ROLL CALL

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

Absent: Liquor Commissioner John McCabe.

Also present: Attorney Sue Bosich.

APPROVAL OF AGENDA

Motion made by Fire Chief Kurt Nelson, seconded by Liquor Commissioner Rose Hasler to approve the October 26, 2017 Agenda. On roll call vote present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Police Chief John Dossey, seconded by Liquor Commission Member Timm Schwartz to approve the September 28th, 2017 Liquor Commission minutes. On roll call vote present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

None.

NEW BUSINESS

Shiva Siddhi, LLC dba Holiday Inn, 3615 Kelly Avenue - Class A Beer/Wine.

Motion made by Fire Chief Kurt Nelson approve the liquor license for Shiva Siddhi, dba Holiday Inn, seconded by Liquor Commission Member Timm Schwartz. On roll call vote present voted Aye. Motion carried.

Discussion: Attorney Sue Bosich had some questions on the application. Agent section needed to be filled out and had Mitesh Patel sign and date application.

Liquor Commission Member Timm Schwartz made a motion to post-pone the liquor license for Flynn Store, Inc. dba Gingoteague indefinitely until all information is needed by Inspections, Police Department and Fire Department. On roll call vote present voted Aye. Motion carried.

ANY OTHER BUSINESS

Video Gaming discussion: Liquor Commissioner Rick VonRohr had Washington, Illinois' new Liquor Code regarding Video Gaming. Attorney Sue Bosich will get information from the State of Illinois Liquor

Commission on “stacking” video gaming parlors/café’s. Liquor Commissioner VonRohr will send copies to Commission members, he gave Rose the printed copy. Commission Members made a recommendation to have Liquor Commissioner John McCabe talk with City Council Members and get direction on the Video Gaming.

6.2.a

Fire Chief Kurt Nelson provided the Commission with a new form for businesses applying for a Liquor License. The goal is to have a “master” copy that stays with the liquor application packet. The person signing off would ensure that these items are covered (they would take a copy with the to ensure everything is covered if need be) or are not applicable. The applicant will have a copy to understand what we will sign off on. In some cases this form may not be all-inclusive. This form will be part of our policy in applying for a liquor license.

Deputy Liquor Commissioner set the next scheduled Liquor Commission Meeting to Thursday, November 30th, 2017 at 4:00pm due to the regular scheduled of November 23rd, 2017 meeting would fall on Thanksgiving Day.

Fire Chief Kurt Nelson made a motion to adjourn, seconded by Liquor Commission Member Schwartz. Meeting adjourned at 4:35 P.M.

Respectfully submitted
Paula Gensel, Liquor Commission Secretary

Attachment: 10262017 Liquor Commission Minutes (1282 : Liquor Commission Minutes 10/26/2017)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Designation Mayor to Board GPEDC

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Adopt Resolution 71-17/18.

DESCRIPTION:

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Resolution No. 71-17/18 Mayor of Pekin designated to be City of Pekin
Representative to the Greater Peoria Economic Development Council Board 2018**

Resolution No.

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 11th DAY OF DECEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION No. 71-17/18

PEKIN, ILLINOIS, December 11, 2017

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

Mayor of Pekin is hereby designated to be the City of Pekin representative to the
Greater Peoria Economic Development Council Board for 2018.



SIGNED BY

MAYOR.

Attachment: APPOINTMENT MAYOR GPEDC 2018 (1290 : Designation Mayor to Board GPEDC)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Pamela Anderson, Community Development Dir

Pamela Anderson, Community Development Dir

AGENDA ITEM: 2017 Public Services (CDBG)

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Council approval of the 2017 CDBG Public Service activities

DESCRIPTION: Request for Proposals were received from 3 Pekin agencies to undertake CDBG eligible activities. Total CDBG funds allocated for the current program year are \$50,000, with a 50% local-match requirement from participating agencies. An ad hoc committee reviewed the requests, prioritized and submitted this recommendation for funding and approval to the Pekin City Council. A summary narrative of the estimated benefit and proposed projects is attached.

FINANCIAL IMPACT: Of the allocated CDBG dollars for Public Services, it is recommended for Council approval –

- 49.5% is allocated to the Pekin Salvation Army Rust Transitional Center operating expenses (\$24,000) and Wheels for Work and Wellness program (\$750).
- 40% is allocated to the Center for Prevention of Abuse Carol House of Hope for operating expenses (\$20,000).

10.5% is allocated to the Pekin YWCA for the Aquatics and Land Fitness Assistance (\$4,000), Healthy Living Program (\$500) and Child Care Scholarships (\$750).

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: The proposed 2017 Public Service activities will move forward.

IMPACT IF DENIED: Please provide direction to move forward.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date: Finance Department (Certification of Availability of Funds): Date: City Manager: Date:	

2017 CDBG Public Service activities**Ordinance No.**

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 11th DAY OF DECEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK

Agency	est. benefit	narrative summary
Pekin Salvation Army		
Wheels for work and wellness	500	The Salvation Army will be providing bus passes to residents of Pekin who need transportation to work, interviews or medical appointments. In order to help families become self sufficient and to stay well.
Rust Transitional Center	150	The Salvation Army Pekin Shelter provides 24/7 shelter for families, single women, and as of this year have extend the shelter to accommodate single men. We are currently able to house 34 individuals each evening. With proper funding we are hoping to make enhancements to the building and living spaces that will make the residents transition to normal day to day life easier.
Pekin YWCA		
YWCA Aquatics & Land Fitness Assistance	98	YWCA Pekin's assistance program is designed to help low-income residents: adults who suffer from arthritis and other muscular/joint diseases to utilize our warm water pool for relief from their symptoms, children with developmental disabilities to learn proper swimming techniques, and seniors to increase their muscular strength and range of movement through proper land exercise.
YWCA Pekin - Healthy Living Program	30	Two six-week programs on healthy living for low-income women will be offered - one at YWCA Pekin, and one at the Pekin Housing Authority. The focus is to help participants develop a healthier lifestyle through proper diet, exercise, and stress reduction.
YWCA Child Care Scholarships	15	Low income families who experience unexpected challenges in paying for child care services will be invited to apply for a fee reduction to enable their children to stay enrolled at the YWCA Child Care Center. YWCA Pekin will match the scholarship dollars offered to families through fundraising efforts in addition to this grant.

Agency	est. benefit	narrative summary
Center for Prevention of Abuse Center for Prevention of Abuse - Carol House of Hope	100	Carol House of Hope (CHOH) is a domestic violence shelter in the City of Pekin and operated by The Center for Prevention of Abuse (The Center). CHOH provides around-the-clock safe shelter and support services to victims of domestic violence who have been made homeless as a result of fleeing domestic violence. These free and confidential services to victims and their children include: safe shelter; crisis intervention; safety planning; basic needs such as food and clothing; information on victim rights under the Illinois Domestic Violence Act; court advocacy including assistance with Orders of Protection; children's programming; individual and group counseling; support groups; and therapy to treat trauma symptoms that interfere with daily functioning. Staff also work with residents to locate safe permanent housing, employment, child care, and health care. Additionally, clients are assisted with parenting skills, identifying children's need for therapy, and connecting with community providers for other needed services, such as legal assistance and financial planning. Customized case management is provided for each household and services are coordinated with other programs as appropriate. With staff assistance, clients develop plans for safety and self-sufficiency, receive support to make progress toward their goals, and gain courage to live independently and free from violence. Trained professionals operate CHOH 24 hours a day, 365 days per year. The Center acquired CHOH in 2011. This Pekin shelter was operating independently but at risk of closing due to financial struggles. As a result, The Center was able to standardize and streamline all of the domestic violence services in the Tri-County area, thus equalizing services throughout the region and reducing administrative costs. The Center took on this commitment to ensure accessibility to shelter services for victims in Pekin and has invested significant time and resources to repair/maintain the 100-year-old building and bring the facility up to Illinois Department of Human Services standards. The criminal justice system, social service network, and other community partners have found our involvement and collaboration to be beneficial for shared service delivery.

Public Services

Agency	Significant outcome (s), indicators and results expected by this program:
Pekin Salvation Army	
Wheels for work and wellness	These bus passes will allow workers to retain their jobs, unemployed to continue job searches/interviews, and assist low income residents reach resources that would otherwise be unavailable to them.
Rust Transitional Center	Our program concentrates on being a safe place for families and individuals to strive for the goal of self-sufficiency. This goal looks different for each family/individual. The Salvation Army utilizes the Pathway of Hope to assist the residents in creating both short and long term goals that are meant to impact sustainable change for the clients. We have hired new staff and recently opened the newly remodeled building to allow males into the shelter. We are excited to see as much success as we have this early into opening the men's shelter and are ecstatic to continuously grow and increase our impact as we continue our efforts in assisting the community.
Pekin YWCA	
YWCA Aquatics & Land Fitness Assistance	Low-income adults, children, and seniors who experience difficulties in paying for the cost of YWCA Pekin's Aquatic and Land Fitness Classes are assisted. This allows for increased health and quality of life for each participant and promotes self-sufficiency.
YWCA Pekin - Healthy Living Program	Women living in low-income households will learn healthy eating that is affordable, proper exercising without going to the gym, and stress reduction techniques that will enhance their short-term quality of life and provide long-term health benefits.
YWCA Child Care Scholarships	Increased family stability by ensuring that parents can stay employed to provide housing, food, and basic necessities for their families.

Agency	Significant outcome (s), indicators and results expected by this program:
Center for Prevention of Abuse - Carol House of Hope	CHOH expects to serve 100 adults and children with 1,650 nights of emergency shelter plus case management services to ensure safety as they flee domestic violence. After resolving their immediate safety needs, staff will assist clients to develop plans to increase self-sufficiency and locating permanent housing.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 69-17/18 Abatement of Levy Ord. No 2667-12/13

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Adopt Resolution No. 69-17/18

DESCRIPTION: the resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$322,050.00 provided in bond ordinance and levy and collection ordinance issued for Capital projects through Bernardi Securities, inc.

FINANCIAL IMPACT: \$322,050.00

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Principal and Interest payment made with funds available.

IMPACT IF DENIED: Taxes levied to pay the principal and interest payment on bond issue.

ALTERNATIVES: None

RELATED TO EFFICIENCY STUDY:

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

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

	residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

**Resolution No. 69-17/18 Abatement of Taxes Ordinance No. 2667-12/13 General
Obligation Bond Series 2012 \$2,100,000 / Ordinance No. 2673-12/13
\$1,975,000.00 Levy and Collection Ordinance Capital Projects**

Resolution No.

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 11th DAY OF DECEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor McCabe and Members of the City Council

CC: Anthony Carson, City Manager

From: Sue E. McMillan, City Clerk

AGENDA ITEM: Tax Abatements Resolutions for Previous Bond Ordinances

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Authorization that taxes not be levied as provided in Bond Ordinances

DESCRIPTION:

The City's outstanding Bond Issue for the Sewer Treatment Plant Improvements, plus the Bond Issue of 2012 for Capital Improvement Projects, has language making the assumption that the Levy would be necessary to provide the funding for the payment of principal and interest on those bonds. However, the City has sufficient sources of funds from other revenue sources to make the bond payments. Therefore the levy and collection of a direct annual tax for the payment of and interest on the bonds is not necessary and needs to be abated.

RESOLUTION NO. 69-17/18

ABATEMENT OF TAXES ORDINANCE NO. 2667-12/13 SERIES 2012 \$2,100,000 (LEVY AND COLLECTION OF TAXES ORDINANCE NO. 2673-12/13)

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$318,250.00 provided in bond ordinance issued for Capital Improvements through Bernardi Securities, Inc.

RESOLUTION NO. 70-16/17

ABATEMENT OF TAXES ORDINANCE NO. 2625-10/11 SERIES 2010 \$7,110,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$591,752.50 provided in bond ordinance issued for Sewer Treatment Plant Improvements through Bernardi Securities, Inc.

FINANCIAL IMPACT: Bond payments to be made from sources other than the Levy.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Bond payments to be made from sources other than Property Tax Revenue. Some of the Bonds were for Enterprise Funds and should not come from General Fund Revenue sources.

IMPACT IF DENIED: Levy allocated as Corporate Fund would be reallocated as Bond Payments

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.

Attachment: RFCA ABATEMENTS (1292 : Resolution No. 69-17/18 Abatement of Levy Ord. No 2667-12/13)

	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:	
Finance Department (Certification of Availability of Funds): Date:	
Corporation Counsel: Date:	
City Manager: Date:	

YEAR	SERIES 2012	SERIES 2010	TOTALS
2017	322,050.00	584,845.00	906,895.00
2018	196,950.00	581,670.00	778,620.00
2019		571,870.00	571,870.00
2020		565,971.25	565,971.25
2021		558,902.50	558,902.50
2022		555,407.50	555,407.50
2023		545,527.50	545,527.50
2024		539,207.50	539,207.50
2025		526,605.00	526,605.00
2026		522,312.50	522,312.50
2027		515,878.75	515,878.75
2028		498,203.75	498,203.75
		489,606.25	489,606.25

RESOLUTION NO. 69-17/18

WHEREAS, on October 22, 2012, the City Council of the City of Pekin passed Ordinance No. 2667-12/13 entitled “AN ORDINANCE providing for the issue of \$2,100,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2012, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$2,100,000.00 principal amount of taxable general obligation; and

WHEREAS, on November 26, 2012, the City Council of the City of Pekin passed Ordinance No. 2673-12/13 entitled “AN ORDINANCE providing for the Levy and Collection of Taxes for the Payment of the Principal of and Interest on \$1,975,000 Aggregate Principal Amount of General Obligation Bonds, Series 2012 and Related Matters; and

WHEREAS, said Ordinance No. 2667-12/13 (hereinafter referred to as the “Bond Ordinance”) and said Ordinance No. 2673-12/13 (hereinafter referred to as the “Levy and Collection Ordinance”) imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2017 contained in the Bond Ordinance and Levy and Collection Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance and the Levy and Collection Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance; and

WHEREAS, the tax levy for the year 2017 provided for in the Bond Ordinance and the Levy and Collection Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance and the Levy and Collection Ordinance.

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

Section 1. The levy of taxes for the year 2017 in the amount of \$322,050.00 provided for in Section 1 of Ordinance No. 2673-12/13 entitled "AN ORDINANCE providing for the Levy and Collection of Taxes for the Payment of the Principal of and Interest on \$1,975,000 Aggregate Principal Amount of General Obligation Bonds, Series 2012 and related matters" which supersedes the tax levy contained in Section 8 of Ordinance No. 2667-12/13, is hereby abated and eliminated; it being the intent of the City Council that no taxes be levied for the year 2016 as provided in said Section 1 of Ordinance No. 2673-12/13.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance and in the Levy and Collection Ordinance for the years subsequent to 2017 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2015 as provided for in the Bond Ordinance and the Levy and Collection Ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties,

Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2017 contained in the Bond Ordinance and the Levy and Collection Ordinance but only the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 11th day of December 2017.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No 70-17/18 Abatement of Levy Ord. No. 2625-10/11

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Adopt Resolution No. 70-17/18

DESCRIPTION: The resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$584,845.00 provided in bond ordinance issues for Sewer Treatment Improvements through Bernardi Securities, Inc.

FINANCIAL IMPACT: \$584,845.00

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: principal and Interest payment made with funds available.

IMPACT IF DENIED: Taxes levied to pay the principal and interest payment on bond issue.

ALTERNATIVES: None

RELATED TO EFFICIENCY STUDY:

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
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	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
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x	An Effective Government. To deliver effectively the services that Pekin's

	residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

**Resolution No. 70-17/18 Abatement of Taxes Ordinance. No. 2625-10/11 Bond
Series 2010 \$7,110,000 Sewer Treatment Plant**

Resolution No.

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 11th DAY OF DECEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 70-17/18

WHEREAS, on August 23, 2010, the City Council of the City of Pekin passed Ordinance No. 2625-10/11 entitled “AN ORDINANCE providing for the issue of \$7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds”, authorizing the sale of \$7,110,000.00 principal amount of taxable general obligation; and

WHEREAS, said Ordinance 2625-10/11 (hereinafter referred to as the “Bond Ordinance”), imposed tax levies against all taxable real property in the City of Pekin; and

WHEREAS, the tax levy for the year 2017 contained in the Bond Ordinance was based upon the assumption that a levy would be necessary to provide funds for the payment of principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, there are sufficient sources of funds from property taxes and other revenues as contemplated in the Bond Ordinance available for the payment of the principal and interest on the bonds authorized by the Bond Ordinance; and

WHEREAS, the tax levy for the year 2017 provided for in the Bond Ordinance is therefore substantially greater than is necessary to meet the obligation to pay the interest due created by the sale of the bonds authorized by the Bond Ordinance.

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

Section 1. The levy of taxes for the year 2017 in the amount of \$584,845.00 provided for in Section 8 of Ordinance No. 2625-10/11 entitled “AN ORDINANCE providing for the issue of \$7,110,000.00 Aggregate Principal Amount of Taxable General Obligation Bonds, Series 2010, of the City of Pekin, Tazewell and Peoria Counties, Illinois, and for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds” is hereby abated and

eliminated; it being the intent of the City Council that no taxes be levied for the year 2017 as provided in said Section 8 of Ordinance No. 2625-10/11.

Section 2. The remaining levies of taxes as set forth in the Bond Ordinance for the years subsequent to 2017 are not abated or affected in any manner whatsoever by the passage of this Resolution.

Section 3. In the event a court of competent jurisdiction determines that the tax levies for the years subsequent to 2017 as provided for in the Bond ordinance are in any way affected by this Resolution, then this Resolution shall be void and of no effect whatever.

Section 4. Upon the effective date of this Resolution, a copy hereof certified by the City Clerk, which certificate shall recite that this Resolution has been passed by the City Council and approved by the Mayor, shall be filed with the County Clerks of Tazewell and Peoria Counties, Illinois; said County Clerks are hereby directed to abate and eliminate the levies for the year 2015 contained in the Bond Ordinance, but only to the extent specifically provided herein.

Section 5. This Resolution is in addition to all other Resolutions on the subject and shall be construed therewith excepting as to the part in direct conflict with any other Resolution, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 11th day of December 2017.

MAYOR

ATTEST:

CITY CLERK

*City of Pekin*

COUNCIL/MANAGER
GOVERNMENT

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 S. CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 477-2300 FAX (309) 346-2095

TRANSMITTAL SHEET

DATE: December 12, 2017

FROM: Sue E. McMillan
City Clerk

TO: R. Steve Sonnemaker
County Clerk

COMPANY: Peoria County Clerk
Peoria County Court House
Room 101
324 Main Street
Peoria, Illinois 61602

SUBJECT: Annual Levy Ordinance
Truth in Taxation
Abatements

COMMENTS: Hand Delivered

Please record as filed for our records, the attached Ordinance No. 2774-17/18 an Ordinance Making Levying and Assessing Municipal Taxes in the City of Pekin Tazewell and Peoria Counties Illinois for the Fiscal Year From May 1, 2017 to April 30, 2018 and Known as the Annual Levy Ordinance, Truth in Taxation, Resolutions No. 69-17/18 and Resolution No. 70-17/18 Tax Abatement Resolutions.

Please distribute information to the appropriate people in the County.

Attachment: ABATEMENT RESOLUTION NO. 70 ORD NO 2625 SEWER TREATMENT (1293 : Resolution No 70-17/18 Abatement of Levy Ord. No.

*City of Pekin*

COUNCIL/MANAGER
GOVERNMENT

OFFICE OF THE CITY CLERK
SUE E. MCMILLAN

111 S. CAPITOL STREET PEKIN, ILLINOIS 61554 (309) 477-2300 FAX (309) 346-2095

TRANSMITTAL SHEET

DATE: December 12, 2017

FROM: Sue E. McMillan
City Clerk

TO: Christie Webb
County Clerk

COMPANY: Tazewell County Clerk
Tazewell County Court House
McKenzie Building
11 South Fourth Street
Pekin, Illinois 61554

SUBJECT: Annual Levy Ordinance
Truth in Taxation
Abatement Resolutions

COMMENTS: Hand Delivered for Request for file stamped copy

Please record as filed for our records, the attached Ordinance No. 2774-17/18 an Ordinance Making Levying and Assessing Municipal Taxes in the City of Pekin Tazewell and Peoria Counties Illinois for the Fiscal Year From May 1, 2017 to April 30, 2018 and Known as the Annual Levy Ordinance, Truth in Taxation, Resolutions No. 69-17/18 and Resolution No. 70-17/18 Tax Abatement Resolutions

Please distribute information to the appropriate people in the County.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor McCabe and Members of the City Council

CC: Anthony Carson, City Manager

From: Sue E. McMillan, City Clerk

AGENDA ITEM: Tax Abatements Resolutions for Previous Bond Ordinances

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Authorization that taxes not be levied as provided in Bond Ordinances

DESCRIPTION:

The City's outstanding Bond Issue for the Sewer Treatment Plant Improvements, plus the Bond Issue of 2012 for Capital Improvement Projects, has language making the assumption that the Levy would be necessary to provide the funding for the payment of principal and interest on those bonds. However, the City has sufficient sources of funds from other revenue sources to make the bond payments. Therefore the levy and collection of a direct annual tax for the payment of and interest on the bonds is not necessary and needs to be abated.

RESOLUTION NO. 69-17/18

ABATEMENT OF TAXES ORDINANCE NO. 2667-12/13 SERIES 2012 \$2,100,000 (LEVY AND COLLECTION OF TAXES ORDINANCE NO. 2673-12/13)

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$318,250.00 provided in bond ordinance issued for Capital Improvements through Bernardi Securities, Inc.

RESOLUTION NO. 70-16/17

ABATEMENT OF TAXES ORDINANCE NO. 2625-10/11 SERIES 2010 \$7,110,000

This resolution authorizes that taxes not be levied against taxable real property in the City of Pekin in the amount of \$591,752.50 provided in bond ordinance issued for Sewer Treatment Plant Improvements through Bernardi Securities, Inc.

FINANCIAL IMPACT: Bond payments to be made from sources other than the Levy.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Bond payments to be made from sources other than Property Tax Revenue. Some of the Bonds were for Enterprise Funds and should not come from General Fund Revenue sources.

IMPACT IF DENIED: Levy allocated as Corporate Fund would be reallocated as Bond Payments

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.

Attachment: RFCA ABATEMENTS (1293 : Resolution No 70-17/18 Abatement of Levy Ord. No. 2625-10/11)

	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:	
Finance Department (Certification of Availability of Funds): Date:	
Corporation Counsel: Date:	
City Manager: Date:	

YEAR	SERIES 2012	SERIES 2010	TOTALS
2017	322,050.00	584,845.00	906,895.00
2018	196,950.00	581,670.00	778,620.00
2019		571,870.00	571,870.00
2020		565,971.25	565,971.25
2021		558,902.50	558,902.50
2022		555,407.50	555,407.50
2023		545,527.50	545,527.50
2024		539,207.50	539,207.50
2025		526,605.00	526,605.00
2026		522,312.50	522,312.50
2027		515,878.75	515,878.75
2028		498,203.75	498,203.75
		489,606.25	489,606.25



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Sarah Newcomb, Human Resources Dir

AGENDA ITEM: 2017 Property Tax Levy

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Approve Ordinance 2774-17/18 levying 2017 municipal property tax for the City of Pekin.

DESCRIPTION: The City is required to pass a tax levy prior to the last Tuesday in December. This year the county offices are closed on December 26, so the levy must be filed with Tazewell County and Peoria County by December 22, 2017.

FINANCIAL IMPACT: Provides property tax income in the amount of \$5,504,191.63 at the same property tax rate as last year from the taxable properties within the City of Pekin collected in June and September of 2018.

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: The property tax amounts will be included in the FY 18-19 budget for the police, fire and IMRF pension funds.

IMPACT IF DENIED: The City will provide a revised tax levy and a special meeting will be called for its passing prior to December 22, 2017

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

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

A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds): Date:
--

City Manager:	
Date:	

ORDINANCE NO. 2774-17/18_ AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, FOR THE FISCAL YEAR FROM MAY 1, 2017 TO APRIL 30, 2018 AND KNOWN AS THE ANNUAL LEVY ORDINANCE.

Ordinance No.

ORDINANCE NO. 2774-17/18

AN ORDINANCE MAKING, LEVYING AND ASSESSING MUNICIPAL TAXES IN THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, FOR THE FISCAL YEAR FROM MAY 1, 2017 TO APRIL 30, 2018 AND KNOWN AS THE ANNUAL LEVY ORDINANCE.

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

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City Council of the City of Pekin, Illinois, adopted Ordinance No. 2764-16/17 the Annual Budget for the City of Pekin, Illinois, for the Fiscal Year beginning on May 1, 2017, and ending on April 30, 2018 on the 10th day of April 2017, and which has been duly published.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:

SECTION 1: A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Pekin be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the 1st day of May, 2017, and ending on the 30th day of April, 2018.

CITY OF PEKIN

Budgeted Expenses to be Collected from Tax Levy

Fiscal year Commencing May 1, 2017 and Ending April 30, 2018

Purpose	Amount Budgeted	Derived From Other Sources	Amount Levied
General Corporate Fund	\$ -	\$ -	\$ -
IMRF for state mandated pension requirements	812,908.06	511,398.93	301,509.13
Police Pension Fund for state mandated pension requirements	1,907,310.00	-	1,907,310.00
Fire Pension Fund for state	3,295,372.50	-	3,295,372.50

mandated pension requirements

Pekin Library Bonds			402,000.00
	402,000.00	-	
Pekin Municipal Library Fund			1,106,425.00
	1,106,425.00		
Total Library			1,508,425.00
	1,508,425.00	-	
TOTAL AMOUNTS			7,012,616.63
	7,524,015.56	511,398.93	

SECTION 2: The City Clerk of the City of Pekin is hereby directed to file with the County Clerk of the County of Tazewell and the County Clerk of the County of Peoria, a certified copy of this Ordinance as provided by law.

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Pekin that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance No. 2774-17/18 of the City of Pekin, Illinois.

PASSED in due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 12th day of December, 2016; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

PRESENT:

APPROVED this 11th day of December, 2017.

John McCabe, Mayor

ATTEST:

Sue E. McMillan, City Clerk

CITY OF PEKIN

ORDINANCE NO. 2774-17/18

**AN ORDINANCE MAKING LEVYING AND ASSESSING
MUNICIPAL TAXES IN THE CITY OF PEKIN TAZEWELL
AND PEORIA COUNTIES ILLINOIS
FOR THE FISCAL YEAR FROM MAY 1, 2017 TO APRIL 30, 2018
AND KNOWN AS THE ANNUAL LEVY ORDINANCE**

PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 11TH DAY OF DECEMBER, 2017

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 11TH DAY OF DECEMBER, 2017

CERTIFICATION OF TAX LEVY ORDINANCE**CITY OF PEKIN**

THE UNDERSIGNED, DULY ELECTED, QUALIFIED AND ACTING CLERK OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, DOES HEREBY CERTIFY THAT THE ATTACHED HERETO IS A TRUE AND CORRECT COPY OF THE TAX LEVY ORDINANCE OF SAID CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2017 AND ENDING APRIL 30, 2018, AS ADOPTED ON DECEMBER 11, 2017

THIS CERTIFICATION IS MADE AND FILED PURSUANT TO THE REQUIREMENTS OF (65 ILCS 5/8-3-1) AND ON BEHALF OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS. THIS CERTIFICATION MUST BE FILED BY THE 26TH DAY, DECEMBER, 2017.

DATED THIS 11TH DAY OF DECEMBER, 2017

SUE E. MCMILLAN
CITY CLERK

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 11th DAY OF DECEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 5, 2017

From: Katy Shackelford, City Planner

Angie Evans, Finance/Accounting Contact
Elliff & Bosich, City Attorney

AGENDA ITEM: TIF Façade Program 507 Court

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Pre-Approve TIF Façade Program for 507 Court Street - West Dublin Pub

DESCRIPTION: Pre-Approval by Mayor and Council to pay owner of 507 Court Street, West Dublin Pub (owners Tom West and Dori Edwards) the eligible amount under the terms of the TIF façade guidelines for the amount of \$12,500. Owners purchased the property in 2017 to renovate and open a restaurant. A structural assessment has been completed and renovations are underway. These eligible expenses total \$53866, based on program guidelines. TIF Façade program reimburses 1/2 of the cost up to \$12,500 (whichever is less) per building and the structural assessment is fully refundable. Staff has reviewed the application and recommends to Council the pre-approval of the TIF façade grant for the amount of \$12,500. All work must be inspected and completion signed off prior to TIF façade dollars issued upon satisfactory completion.

FINANCIAL IMPACT: \$12,500 of Central Business District TIF (270)

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow property owner to enhance the structural integrity of the property and enhance façade with new look to achieve business aesthetics.

IMPACT IF DENIED: Delays renovations due to overall renovation costs and business operational costs.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

✓	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
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	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date: Finance Department (Certification of Availability of Funds): Date: City Manager: Date:	

Contract 10-09-17



20237 State Route 9
Pekin, Illinois 61554

Phone: (309) 925-5205

Fax: (309) 925-3240

Name: Tom West	Phone:	Date: 10-09-17
----------------	--------	----------------

Prints and planning:

1. Wagenbach Builders Inc. (WBI) to draft up building plans, mechanical plans, life safety plans, demo plans, landscaping plan, and foundation plan. All pages to be sealed by a IL liscense architect.
2. WBI will furnish energy code check and site layout plan. Site layout plan does not mean a engineered site plan by a civil engineer.
3. Permit to be purchased by WBI and charged out as a extra amount once obtained.
4. Engineered site plan and/or survey, water rention calculations, or plans sealed by a civil engineer are not included.

Prints and planning total: \$3300.00

Water calculations by Steve Kerr:

1. This has worked in the past but is not guaranteed. I have submitted a site plan drawn by myself and they had me get Steve Kerr to write up a letter confirming the calculations.
2. Steve Kerr letter and water run off calculations allowance is set at \$1500.00

Demo work and foundation for new addition:

1. Owner to remove all asphalt pavement in front area or south side. Owner is responsible for hauling spoils offsite and disposing of properly.

Contract 10-09-17

2. Owner to saw cut and remove all concrete from existing building to prepare for new plumbing. Owner is responsible for hauling spoils offsite and disposing of them properly.
3. WBI to excavate for frost footings. 50'-3" of 16" x 4' spread footings to be poured 4000 PSI concrete with 2" rigid insulation board down 48" on Northside of footing. 50'-3" of 13" x 4' spread footings to be poured 4000 PSI concrete and insulation is not needed because this is a interior wall.
4. Once plumbing is complete WBI to pour 5" concrete 4000 PSI mix with 6x6x6 gauge wire mesh, ¾" insulation board, and 6" of brown CA6 base in 50'-3" x 33' area (\$9075.00).
5. Once plumbing is completed in interior area WBI to 5" concrete 4000 PSI mix with 6x6x6 gauge wire mesh and 6" of brown CA6 base for 2214 square foot. WBI will also supply pea gravel to go around plumbing (\$5445.00).
6. Labor, tax, and materials are included.

Demo work and foundation for new addition: \$21,693.00

Plumbing:

1. Plumbing to include underground, rough in, and trim out.
2. All (2) ADA sinks, (3) ADA toilets, (1) urinal, floor drains, venting, and mop sink. Water heater to be a tankless on demand water heater.
3. Owner to be responsible for both three compartment sinks and (3) stainless steel hand sinks.
4. All gas piping to furnace air, water heater, and kitchen equipment.
5. A Illinois lisnced plumber must pull the permit and do the work.
6. Tazewell Plumbing will need a excavator for plumbing trenches, WBI usually supplies him with a mini excavator to speed up the underground install process. WBI or Ron and Mark Matthews will supply a mini excavator.

Plumbing total: \$18,990.00

BLDG addition:

Contract 10-09-17

1. Porch footings to be poured by WBI.
2. Porch posts to be 8" x 8" #3 treated post @ 10' on center. Post to be attached to foundations with engineered brackets that will be set in the footings the day the footings are poured.
Front wall to be sheeted in 1/2" OSB and house wrap to be installed for vapor barrier on both sides.
3. Headers to be 2" x 18" engineered LVL (2) ply. Trusses to be 2" x 18" LVL beams to be set 2' on center with 1/2" sheeting, roof wrap, and 26 gauge Medallion LOK standing seam panel. Paint system to be Kynar paint with 40 year warranty. See <http://www.mcelroymetal.com/products/standing-seam-systems/medallion-lok.html> for steel panel details.
4. Fascia to be 18" with 18" vented overhang. Fascia to be concealed wave panel see <http://www.mcelroymetal.com/products/concealed-fastener-wall-panels/wave-panel.html> for additional information.
5. Siding to be the wave panel by McElroy Metal see <http://www.mcelroymetal.com/products/concealed-fastener-wall-panels/wave-panel.html> for additional details.
6. Furnish and install 6" gutters with 4 x5 downspouts.
7. Furnish and install (4) 9' x 7' full view glass aluminum overhead doors (\$1778.76 per door including tax for all four doors material and delivery only \$7115.04).
8. Labor to install (4) 9' x 7' overhead doors as listed in #5 of front porch addition (\$1208.00).
9. Flashing around door, overhead door, and on both sides of BLDG addition to be done by WBI.
10. Siding between overhead doors to be 24 gauge concealed fastener wave panel see <http://www.mcelroymetal.com/products/concealed-fastener-wall-panels/wave-panel.html> for additional details.

Contract 10-09-17

11. Insulation for exterior wall or south side wall to be 3" closed foam. Foam amount is included under the insulation portion on page 6.
12. WBI will install the same wave siding on inside which is the same material as stated in #4 of BLDG addition.
13. Labor, materials and tax are included.

BLDG addition total: \$43,866.00

Store front door and window retrofit:

1. Furnish and install 3/0 x 7/0 store front aluminum entry door with side lites and transom.
2. Retrofit two of the existing store front windows with 3/0 x 7/0 store front aluminum entry doors.
3. Labor, tax, and materials are included.

Store front door and window retrofit: \$10,000.00

Electrical:

1. All exposed or face mounted electrical to be done in conduit piping. All concealed wiring to be done in MCC cabling. Include wiring for all kitchen equipment, cooler, lighting, HVAC, hood, lighting, and all outlets.
2. All pendants, wall sconces, and fans to be included in fixture allowance.
3. Labor to be provided by Mark Matthews. Materials and tax are included.

Electrical total: \$3800.00

Electrical fixture allowance: (15) fixtures are estimated in this allowance. \$125.00 per fixture has been estimated. - \$1875.00

HVAC:

1. See HVAC plan for additional details:
2. Inspect existing HVAC unit to see if anything can be salvaged or used (Cordts thought that AC unit was roughly 20 years old.

Contract 10-09-17

3. Install 5 ton AC unit with furnace and air. Included are all duct work, return air duct, diffusers, labor, tax, and material.
4. Furnish and install (2) bath fans and venting of bath fans.
5. Hood duct work and venting to be done by others.
6. Illinois licensed HVAC must pull the permit and perform the work.

HVAC total: \$14,400.00

Kitchen equipment:

1. Furnish and install all kitchen equipment that is shown on plan.
2. Equipment to include fryers, griddle, stove, broiler, and hood.
3. Tom West to handle the coordination of kitchen equipment, refrigerators, hood, ice maker, etc.
4. WBI will not add a contracting fee to kitchen equipment total.

Kitchen equipment allowance: \$27,000.00

Interior framing and cooler (WBI):

1. Stud frame all walls for bathrooms, kitchen, mechanical room, office wall, stairs, half walls for booties, gaming, and wall for bar area.
2. Second floor framing to be 2x12s set 1' on center, $\frac{3}{4}$ " TG sheathing, and furnish and install set of stairs and landing.
3. Stud frame all second floor storage area walls.
4. All plumbing walls to be 2x6 stud framing.
5. Frame walls and ceiling for cooler. Cooler size to be accommodate 20 kegs. Kegs to be staked and moved with engineering by the Matthews group. Cooler is 11'-6" x 8'-4" x 12'. Cooler interior walls to be extra-tech plastic siding on walls and ceiling. Both interior and exterior of cooler walls and ceiling to be wrapped with a 4 mil vapor barrier.

WBI will also cut in any vent pipes and flash install pipe vents.

Contract 10-09-17

Interior framing and cooler total: \$16,489.00

Insulation:

1. Insulate north exterior wall with 3" closed cell foam or R19 fiber glass insulation.
2. Check with Thompson roof insulation roof consists of TG sheeting or 2x8's, how many inches of coating or insulation has Thompson applied, any insulation....basically I need to know the layers of the roof
3. 5.5" of closed cell foam on cooler walls and ceiling.
4. Labor, materials, and tax are included.

Insulation total: \$12,200.00

Interior finishes:

1. Hang 5/8" drywall on walls and ceilings in bathrooms, mechanical room, exterior wall up against brick, kitchen walls, and 14' tall wall on bar side.
2. Add one coat of primer to walls and ceiling where drywall has been installed.
3. Two coats of paint on walls and ceilings.
4. Base trim, interior wood doors for bathrooms, mechanical room, and office. Kitchen door to be dual swing door, kitchen walls to be finished in white FRP board or extra-tech plastic beside behind the hood and side wall to be flat stainless steel sheeting.
5. Bar finishes, countertop are not included.

Interior finishes total: \$16,626.00

Flooring allowance:

1. Flooring in kitchen needs to be epoxy coated floor per health department.
2. Rest of the building can be any type of flooring as long as it falls within this allowance.
3. Labor, tax, and materials are included in flooring allowance.

Flooring allowance: \$16,575.00

Water retention:

Contract 10-09-17

1. Modify existing gutters to drain out the rear if possible or install gutter extensions on each side and water will drain on top of new roof. Rain water will then drain in to newly installed 8" gutter on front building addition.
2. Furnish and install drywell with woven geo tech fabric around exterior of well. Pea gravel will be used to back fill around the drywell.
3. ADA concrete entrance and concrete pad for park bench. Park bench to be Provided by the City of Pekin.
4. Labor, materials, and tax are included.

Water retention total: \$5652.00

Utilities:

1. Furnish and install 1000 galloon septic tank and hook up to existing sewer line. Does not include a amount for City of Pekin's tap in fee of \$2200.00.
2. Furnish and install water line, but does not include water meter.
3. Gas line and electrical line are already hooked up.
4. Labor, materials, and tax are included.

Utilities total: \$7221.00

Cooler condensing unit:

1. Furnish and install condensed unit for cooler.
2. Furnish and install cooler door.
3. Labor, materials, and tax are included.

Cooler condensing unit total: \$7539.00

Contract totals:

Prints and planning (WBI)	\$3300.00
Water retention by Steve Kerr	\$1500.00
Demo phase and foundation phase (WBI, Tom, and Mark)	\$21,693.00

Contract 10-09-17

Plumbing (Tazewell) \$18,990.00

BLDG addition (WBI) \$43,866.00

Masonry \$6200.00

Store front doors and window retrofit \$10,000.00

Electrical \$18000.00

Electrical fixtures (Tom West/WBI) \$1575.00

HVAC (Cordts) \$14,400.00

Kitchen Equipment (Tom West) \$27,000.00

Interior framing and cooler (WBI) \$16,489.00

Steel ceiling in new addition (WBI) \$3712.00

Insulation (CII) \$12,200.00

Interior finishes (Tom West) \$16,626.00

Flooring allowance (Tom West) \$16,575.00

Water Retention (WBI) \$5652.00

Utilities (WBI) \$7221.00

Cooler Condesning unit and door (Tom West) \$7539.00**Contract total: \$252,538.00****Items not included:**

Permit cost will be billed out as a extra amount; however, WBI will obtain it.

Tables, bar stools, boothses, bar top, TVs, and TV mounts.

Contract notes and requirements:

1. All sub contractors must have the proper worker comp. insurance and liability insurance.
2. Payment draws are to be submitted by the 15th of the month for review of work completed to the bank and Tom West. Maximum of 4 draws to be made.
3. WBI to carry Builders Risk Insurance for entire contruction project.

Contract 10-09-17

4. See product warranties details. WBI will submit product warranties and specs before install.
5. Wagenbach Builders Inc has a 2 year workmanship warranty on all work.
6. 10 year roof leak warranty on standing seam roof and building flashing.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:	
\$252,538.00	
Payments to be made in 4 draws periodically throughout the project last payment to made with in 30 days of completion.	
All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.	Andrew L Wagenbach Note: This proposal may be withdrawn by us if not accepted within 30 days.
ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Date of Acceptance: _____	Tom West Dory West

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

ESTIMATE



Tom West

Tim Mucciante Builders

16107 Red Shale Hill Road
Pekin, IL 61554

Phone: (309) 303-3615

Email: mucciante1@gmail.com

Estimate #

000125

Date

11/12/2017

Description**Total**

West Dublin pub courtyard buildout

\$42,974.00

- 1) install laminated posts on 9' centers on steel brackets mounted to a frost footing in front and back of courtyard
- 2) install 3 ply 11 7/8 headers to posts
- 3) install mono trusses system to headers in 2' centers, sheet with 5/8" osb and felt
- 4) install premium pro rib steel to roof flashing front and sides to existing buildings
- 5) frame front building with 2/6 studs, sheet with 1/2" osb and house wrap
- 6) install 4 garage doors and walk door
- 7) brick front per print and steel at top
- 8) install all electrical per print
- 9) install all insulation per print
- 10) install dura panel steel on ceiling
- 11) install 4" concrete to entire courtyard

Subtotal

\$42,974.00

Total**\$42,974.00**

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Michael Hartnett Concrete Construction,
 Inc.
 827 Pekin Ave.
 Creve Coeur, IL 61610

Estimate

Date	Estimate #
11/1/2017	199

Name / Address
Tom West 507 Court Street Pekin, IL 61554 team@westdublinpub.com

			Project
Description	Qty	Cost	Total
Addition -2000 sq. ft.		0.00	0.00
4000# White Rock		0.00	0.00
4" Thick		0.00	0.00
3/8 Re-Bar		0.00	0.00
42" Centers		0.00	0.00
Owner Responsible for all fill sand		0.00	0.00
All Labor and Material		9,500.00	9,500.00
If you have any questions or concerns regarding this estimate please contact me at (309)678-3106.			Total \$9,500.00

Customer Signature _____

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Michael Hartnett Concrete Construction,
 Inc.
 827 Pekin Ave.
 Creve Coeur, IL 61610

Estimate

Date	Estimate #
11/1/2017	199

Name / Address
Tom West 507 Court Street Pekin, IL 61554 team@westdublinpub.com

			Project
Description	Qty	Cost	Total
Addition -2000 sq. ft.		0.00	0.00
4000# White Rock		0.00	0.00
4" Thick		0.00	0.00
3/8 Re-Bar		0.00	0.00
42" Centers		0.00	0.00
Owner Responsible for all fill sand		0.00	0.00
All Labor and Material		9,500.00	9,500.00
If you have any questions or concerns regarding this estimate please contact me at (309)678-3106.			Total \$9,500.00

Customer Signature _____

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Mucciante Heating & Cooling

We look forward to working with you!

ESTIMATE AMOUNT

\$ 63,975.21**Estimate**

Mucciante Heating & Cooling
PO Box 160
Morton, IL 61550
Mobile Phone: 309-267-6699
nickmucciante@yahoo.com

Estimate Number: E171113581
Estimate Date: 11/12/2017
Payment Terms: Due On Receipt
Estimate Amount: 63,975.21
Created By: Nick Mucciante

Bill To
Dublin Pub
507 Court St.
Pekin, IL 61554

Ship To
Dublin Pub
507 Court St.
Pekin, IL 61554

Start Date

Comments

Approve

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1413	Kitchen Hood And Stainless -12' Hoodmart exhaust hood -exhaust and Make-up air unit included -curbs for units included -stainless sheeting on adjacent hood walls	1.00	17,421.48		17,421.48
1414	Kitchen Hvac System -use existing furnace and a/c to condition the kitchen area -fabricate and install supply/return duct -set condenser on roof -install smoke detector -bathroom exhaust fans	1.00	3,914.62		3,914.62
1415	Bar Area HVAC -(2) Coleman 80K, 95.5% furnace -(2) Coleman 5 ton cased coil -(2) Coleman 5 ton condensing unit (installed on roof) -(2) 50' lineset -install spiral duct for supply trunk w/ central return duct -install economizer mixing box into return duct (this is a code requirement, that also allows for free cooling in the colder months)	1.00	22,389.24		22,389.24
1416	Walk-in Cooler -7'x8' Walk-in cooler box w/ 8' ceiling height -refrigeration system w/indoor outside unit (we can order an indoor condensing unit setup, and we can set it right on top of the cooler, as opposed to on the roof)	1.00	13,428.52		13,428.52
1417	Beer Garden Tube Heaters -(2) 40' tube heaters	1.00	5,821.35		5,821.35
1418	Lift/rentals -need crane for condensing units -need scissor lift for spiral duct -duct lift for furnaces	1.00	1,000.00		1,000.00

Comment:

-install 2 systems for dining area w/ spiral
-install 1 system for kitchen
-install 12' Hood w/ exhaust and Make-up air penetrating back wall
-install 7'x8' walk-in cooler (design temp. 34-36 degrees)
-install tube heater for beer garden area
-a/c's installed on roof

Subtotal: \$ 63,975.21
Estimate Amount \$ 63,975.21

ESTIMATE



Tom West

Tim Mucciante Builders

16107 Red Shale Hill Road
Pekin, IL 61554

Phone: (309) 303-3615

Email: mucciante1@gmail.com

Estimate #

000124

Date

11/03/2017

Description	Total
Build out bar tom west	\$35,560.00
1) frame out kitchen and bathroom walls using 2/4 fire rated studs on wall and 2/12 joists for ceiling 2) deck top storage with 3/4 tongue and groove osb , build railing around top deck with 4/4 posts and 2/4 railing, build stairs to deck 3) frp all walls in kitchen , 5/8 fire rated rock on ceiling and frp 2 by 2 ceiling tiles and comercial grid in kitchen 4) drywall , tape mud and paint all walls in bathrooms and exterior walls 5) hang 36" hollow core 2 panel arch top doors in bathrooms storage and solid door in kitchen area 6) painted wood casing and trim throughout	
Subtotal	\$35,560.00
Total	\$35,560.00

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Michael Hartnett Concrete Construction,
 Inc.
 827 Pekin Ave.
 Creve Coeur, IL 61610

Estimate

Date	Estimate #
11/1/2017	198

Name / Address
Tom West 507 Court Street Pekin, IL 61554 team@westdublinpub.com

			Project
Description	Qty	Cost	Total
Inside Building/4000# Concrete		0.00	0.00
4" Thick		0.00	0.00
3/8 Re-Bar		0.00	0.00
42" Centers		0.00	0.00
One load of fill (provided by MHCC)		0.00	0.00
All Labor and Material		5,100.00	5,100.00
If you have any questions or concerns regarding this estimate please contact me at (309)678-3106.			Total \$5,100.00

Customer Signature _____

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Proposal
Tazewell Plumbing, Incorporated
1412 Park Avenue
Pekin, Illinois 61554
(309)353-2372

October 9, 2017

Proposal Submitted To:
 Wagenbach Builders

Job Location:
 West
 507 Court Street
 Pekin, Illinois

We hereby submit specifications and estimates for the remodel at the location listed above. We will provide and install PVC & PVC fittings for the drain & vent lines, copper & copper fitting for the water lines and black pipe & black pipe fittings for the gas lines. Gas lines will be ran to furnace, water heater, stove, griddle and fryers.

This proposal does not include any concrete removal and replacement, concrete work will be done by others.

General:

- | | |
|---|---|
| 1 | 100 Gallon Bradford White Standard Flu Water Heater |
| 1 | Service Sink |
| 1 | Service Sink Faucet |

Men's Restroom:

- | | |
|---|--------------------|
| 1 | ADA Toilet w/ seat |
| 1 | Urinal |
| 1 | Wall Hung Lavatory |
| 1 | Lavatory Faucet |
| 1 | Floor Drain |

*Cordts Heating & Air -
 309-613-0614*

Tazewell Plumbing - Chad -

Women's Restroom:

- | | |
|---|--------------------|
| 1 | Toilet w/ seat |
| 1 | ADA Toilet w/ seat |
| 1 | Wall Hung Lavatory |
| 1 | Lavatory Faucet |
| 1 | Floor Drain |

309-202-8692

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Kitchen:

- *1 Triple Compartment Sink and Faucet
- *1 Hand Sink and Faucet
- *1 Commercial Dishwasher

Prep Station:

- *1 Hand Sink ad faucet

Bar Area:

- *1 Triple Compartment Sink and faucet
- *1 Hand Sink and faucet
- 1 Floor Drain

Ice Machine Area

- 1 Floor Drain

Items marked with a * will not be provided by Tazewell Plumbing

We propose to hereby furnish material and labor-complete in accordance with the above specifications for the sum of: \$18,990.00

1/3 of total proposal is due upon completion of underground.

1/3 of total proposal is due upon completion of stackout.

1/3 of total proposal is due upon completion.

Respectfully Submitted:

Tazewell Plumbing, Incorporated

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature of Acceptance: _____

Jeff Peters
4100 Sheridan Rd
Pekin, IL 61554
309-642-7099
Lisc#055-044188

QUOTE

West Dublin Pub
Down Town Pekin, IL

Quote # 0000073

Quote Date 11/02/2017

Item	Description	Unit Price	Quantity	Amount
Service	Rough in all under ground piping for the bathroom, bar, kitchen and patio area	19800.00	1.00	19,800.00
	Set grease interceptor and connect all necessary fixtures to the grease trap			
	Rough in water to the bathroom, kitchen, bar and Patio			
	Hook up Bar sink, Hand Sinks, 3 compartment sink, hot water, and bathroom fixtures			
NOTES: This Quote is Subject to change based on additional costs needed without knowing what the city is going to require. Or Additional things wanted by property owner.				
Subtotal				19,800.00
Total				19,800.00
Amount Paid				0.00
Quote				\$19,800.00

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

Michael Hartnett Concrete Construction,
 Inc.
 827 Pekin Ave.
 Creve Coeur, IL 61610

Estimate

Date	Estimate #
11/1/2017	198

Name / Address
Tom West 507 Court Street Pekin, IL 61554 team@westdublinpub.com

			Project
Description	Qty	Cost	Total
Inside Building/4000# Concrete		0.00	0.00
4" Thick		0.00	0.00
3/8 Re-Bar		0.00	0.00
42" Centers		0.00	0.00
One load of fill (provided by MHCC)		0.00	0.00
All Labor and Material		5,100.00	5,100.00
If you have any questions or concerns regarding this estimate please contact me at (309)678-3106.		Total	\$5,100.00

Customer Signature _____

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

MCLEAN COUNTY GLASS & MIRROR, INC.
903 W. LOCUST STREET
BLOOMINGTON, IL 61701-2800
PHONE (309) 827-1600 FAX (309) 828-9049

Bid Date: October 16, 2017

Job Name: 507 Court St - Pekin IL

TOTAL MATERIALS & LABOR

\$6,100.00

EXTERIOR DOOR

- Two (2) Kawneer 3'0 x 7'0 Single Commercial Entry Door
- Two (2) Kawneer 3'0 x 7'0 Transom Door Frame
- #40 Dark Bronze Anodized Finish
- 190 Narrow Stile with 10" Bottom Rails
- One and one-half (1 1/2) Pair Butt Hinges
- Rim Panic Exit Device with Exterior Key Cylinder
- Architect's Classic CO-9 Pull Handle
- Norton 1601 Door Closer
- 1" Insulated Units with Clear/Solarban 60 High-Performance Low-E Glass
- Standard Sweep, Threshold & Weathering

NOTES

- All sizes are approximate and will be field-verified before ordering.
- This bid is valid for a period of thirty (30) days from the bid date above.
- This bid is based on McLean County Glass & Mirrors Inc.'s interpretation of written and/or verbal plans and specifications. Any changes to the prints will require a change in the quote bid.
- High-Performance Low-E Glass meets 2012 International Energy Code.

TERMS

- Net thirty (30) days from date of invoice.
- Interest of 18% annually will be added to all past due amounts after the first thirty (30) day period.

ESTIMATE

Tom West



Tim Mucciante Builders
 16107 Red Shale Hill Road
 Pekin, IL 61554

Phone: (309) 303-3615
 Email: mucciante1@gmail.com

Estimate # 000124
 Date 11/03/2017

Description	Total
Build out bar tom west	\$35,560.00
1) frame out kitchen and bathroom walls using 2/4 fire rated studs on wall and 2/12 joists for ceiling 2) deck top storage with 3/4 tongue and groove osb , build railing around top deck with 4/4 posts and 2/4 railing, build stairs to deck 3) frp all walls in kitchen , 5/8 fire rated rock on ceiling and frp 2 by 2 ceiling tiles and comercial grid in kitchen 4) drywall , tape mud and paint all walls in bathrooms and exterior walls 5) hang 36" hollow core 2 panel arch top doors in bathrooms storage and solid door in kitchen area 6) painted wood casing and trim throughout	
Subtotal	\$35,560.00
Total	\$35,560.00

Attachment: 507 Court Work Estimates (1286 : TIF Facade Program 507 Court)

TO: Mayor and City Council
FROM: Katy Shackelford, City Planner
SUBJECT: TIF Façade Grant Application Pre-Approval for 507 Court Street, Pekin, IL
DATE: December 11, 2017

BACKGROUND

The TIF Façade and Commercial Retail/ Upper Story Housing Loan programs were established in 2008 to provide financial incentive grants to building owners or tenants located within the Pekin Central Business District for the purpose of encouraging historically accurate improvements and restore the vital appearance and character of downtown. Building owners or tenants apply to the City through an application process to receive grant funds from the program. The grants are funded through revenue from the Central Business Tax Increment Financing District, established in 1988 and set to expire in 2020. Modernization, renovation and restoration of individual buildings and façades improves the visual appearance and stability of the entire downtown, which is critical both to the success of individual business and economic health and vitality of the Pekin community as a whole.

PROPOSAL

Pursuant to the requirements of the application, the project at 507 Court Street is located within the Central Business Tax Increment Financing District. The building is current on all taxes, mortgage payments, and in compliance with City codes. The owner, West Dublin Pub, has provided proof of building ownership, a written business plan, a letter expressing need for financial assistance, and submitted the requisite number of bids for each work item. The total budget for the project is \$250,000 of which \$12,500 is the maximum eligible grant award from the City for the facade and \$25,000 is the maximum eligible forgivable loan award for the commercial retail program. The application was submitted November 27, 2017 and has been reviewed by staff and recommended to Council for approval.

The proposed improvements include the following:

- Demolition
- Electrical
- Plumbing
- Building Addition
- Store Front Retrofit
- HVAC
- Insulation
- Interior Finishing
- Utility Installation

Downtown Revitalization Programs

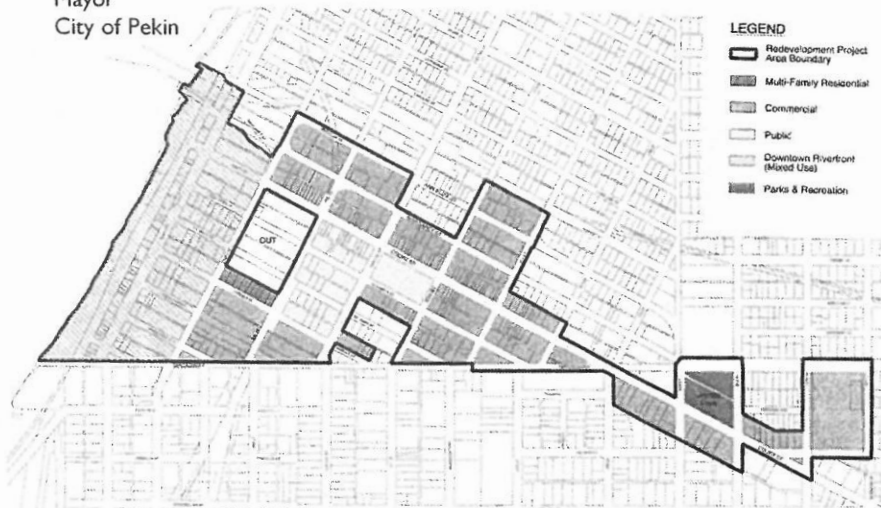
contents

Thank you for your interest in the revitalization of your building, in our historic downtown district. The City of Pekin is pleased to partner with you, offering such programs as the Façade Grant and the Commercial Retail / Upper Story Loft incentives. You will find that our team will make themselves available to meet with you and help you through this process, so please take advantage of their expertise. The City of Pekin and Pekin Main Street are committed to the success of downtown revitalization and business support. Together we can all enjoy the benefits of a thriving downtown district.

We look forward to working with you on your project.

Sincerely,

John McCabe
Mayor
City of Pekin



Section One - Downtown TIF Commercial Retail & Upper Story Housing Loan Program

2. Eligible Loan Uses
2. Forgivable (Equity Share) Period
3. General Eligibility Items
4. Terms and Conditions for Loans
5. Pre Project Requirements
5. Fire Code Requirements
6. Project Management
6. Reimbursement for Rehabilitation
6. Additional Incentives
7. Application Request
9. Required Attachments
10. TIF District Map

Section Two - Downtown Facade Revitalization Program

12. General Eligibility Items
13. Financial Requirements
14. Application Review / Ranking Process
15. Applicant Certification Form
17. Required Attachments

Section Three - Pekin Area Enterprise Zone (PAEZ)

22. Introduction
22. Contact Information
23. Application
25. Certification of Eligibility for Sales Tax Exemption
26. PAEZ Map

City of Pekin, Illinois Downtown TIF Commercial Retail / Upper Story Housing Loan Program

Eligible Loan Uses

Upgrade electrical systems

Plumbing

HVAC

Sprinkler System

Elevators

Walls / Plaster / Paint / Framing

Carpet, flooring, trim-finish units

Door installation / Kitchen / Bath

Upgrade of windows

Architectural Renderings
& Consultations

Other uses may be eligible
with Council consent

This loan program provides a forgivable loan (0% interest rate-otherwise known as a grant), but requires private financing to complete the project. The loan amount is a dollar to dollar match, up to but not exceeding \$25,000. The loan program is available for viable commercial retail use on first & upper story floors and upper story lofts / apartments. Tax Increment Financing (TIF) funding cannot be more than 50% of the cost of the total project. One program (maximum \$25,000 total) per building over a 5 year period is allowed however, a maximum of \$50,000 can be permitted for building projects with multiple floors within the 5 year period requirement and project completion. At the City's Council's discretion, larger projects could be considered for additional funding. Qualified projects are treated on a first come, first serve basis as funding is available in the annual TIF budget.

See Page 10 for a map of the TIF boundaries.

TIF Commercial Retail / Upper Story Housing Program is forgivable funding at a minimum of \$2,000 not to exceed \$25,000, or 50% of eligible uses costs; or whichever is less. Applicants will be required to contribute matching funds. The forgivable loan shall not exceed \$25,000.00; or \$50,000.00 for project with multiple floors. A mortgage and note will be required. The total amount of TIF funding granted to address rehabilitation will be a forgivable loan for a period of time based upon the funding amount.

(See table below for funding amounts and terms)

Project Funding from TIF

\$2,000.00 - \$5,000.00
\$5,000.01 - \$10,000.00
\$10,000.01 - \$15,000.00
\$15,000.01 - \$20,000.00
\$20,000.01 - \$50,000.00

Term

One year term
Two year term
Three year term
Four year term
Five year term

General Eligibility Items

- Property must be located within boundaries of TIF #1 District (see map on page 10).
- The applicant must be the owner of the property for which the rehabilitation loan is sought or occupant of property with written consent of owner to participate in the program; proof of ownership will be required. (as recorded in the Tazewell County Recorder's office).
- Subject structure must have at least the entire ground level floor space devoted to commercial use.
- The applicant shall not have any judgments or open collections. The applicant shall not have any pending court cases with the City of Pekin or have had any code or housing violations within the last twelve months, or be delinquent on any monies owed to the City of Pekin. The property must be current on any and all tax and mortgage payments and must also comply with all applicable City codes.
- The applicant must demonstrate the ability to finance his/her portion of the rehabilitation. If financing is not required, then the grantee must show proof of verification of deposits acceptable to the City.
- All applicants will be required to disclose any Conflict of Interest relationship in writing.
- All applicants must provide a business plan with cost estimates, and business revenue projections for the improvements of commercial retail use projects acceptable to the City.
- All applicants are required to have a building assessment by a structural engineer. This completed building assessment is to be submitted with the commercial retail/ upper story loft application. Costs for building assessment are an eligible project expense cost and 100% refundable.

City of Pekin, Illinois Downtown TIF Commercial Retail / Upper Story Housing Loan Program

Terms and Conditions for Forgivable Loans

The loan will consist of:

1. No monthly payments of principal and interest on the deferred/forgivable loan, secured by a lien on the property.
2. TIF Equity Share. The owner will be responsible for repaying the pro-rate share of the grant amount to the Pekin TIF I fund, if the property changes ownership, or a change in building use to non-commercial on ground floor, during the forgivable loan period.

The equity repayment shall be determined as follows:

<u>Year</u>	<u>Repayment</u> (Percent of Grant Amount)
One	100%
Two	80%
Three	60%
Four	40%
Five	20%
Years Six and After	0%

3. The repayment term is defined as follows.
 - Term begins on date of application approval by City Council.
 - Term ends on the date of recording for deeds or the date of signature by both parties for contracts for deed as a result in change of ownership or date of change in building use to non commercial on ground floor.
4. All loans require evidence of title, credit reports, and recorded mortgages.
5. A first or second lien position is preferred. At the discretion of the review committee and in consultation with the TIF Administrator, and based on the program's acceptable risk underwriting standards, a third lien position may be approved.
6. Property and improvements must be reasonably maintained for 5 years following the completion of the project and comply with city building codes. Acceptable in sole discretion of the TIF Administrator.
7. A release deed will be provided, upon request from the owner, after the term is fulfilled. All expenses for preparation and recording will be paid by the owner.

Pre Project Requirements

1. Conduct building assessment by a structural engineer, then schedule and conduct code inspections on the subject dwelling; terminate project if structure is dilapidated and therefore infeasible for rehabilitation.
2. Review the list of deficiencies including code violations, general improvements and a preliminary cost estimate.
3. Assess and define areas to be rehabilitated.
4. Review the estimates and/or bid specifications to qualified contractors for a minimum of 2 required bids for loan program.
5. Schedule a "one stop" pre-construction meeting with City Code Enforcement, Fire Department, TIF Administrator and Pekin Main Street Director to review contractor bids, project costs and overall plan.
6. Owner/Applicant to complete and submit loan program application to City TIF Administrator at 111 S. Capitol Street, Pekin, IL 61554.

Fire Code Requirements (Loan eligible requirements)

1. 2 code required exits for egress / exit
2. City of Pekin Fire Dept. to review the blue print of proposed buildings for fire code requirements
3. Code required fire alarms
4. Code required knox box entry system
5. Lighted exit signs for stairwells that exit into the main corridor of the building
6. Back flow prevention for the fire sprinkler system

Section I

City of Pekin, Illinois
Downtown TIF Commercial Retail / Upper Story Housing Loan Program

Project Management to be Conducted by City of Pekin Code Enforcement

1. Receive building assessment report from building owner/applicant
2. Inspect rehabilitation work on a regular basis to see that all work is progressing satisfactorily and to monitor the quality of materials and workmanship.
3. Make final inspection of rehabilitation work to insure conformance with contract specifications. Complete Certificate of Final Inspection when appropriate.
4. Make follow-up inspections of rehabilitation work as needed.

Reimbursement for Completed Rehabilitation

1. Submit final invoices showing balance of completed work
2. Provide proof of payment in the form of receipts/copies of checks
3. Final reimbursement will be issued within three (3) weeks of receipt of completed proof of payment. The borrower is expected to pay the contractors. Upon City Council's approval, the City TIF Administrator will issue a reimbursement to the owner/applicant for half of the amount approved up front, if requested, with the remainder to be paid upon completion of the project and certification of that.

Additional Incentives

For properties with-in the Enterprise Zone / TIF boundaries, Permit Fee's are waved and taxes are exempt on building materials purchased within the State of Illinois. Project costs **must exceed \$25,000** to qualify, and an Enterprise Zone application **must be submitted and approved before work and purchases begin.**

*See page 22 for additional Enterprise Zone information

City of Pekin, Illinois
Downtown TIF Commercial Retail & Upper Story Housing Loan Program

APPLICATION REQUEST

Submit to: Katy Shackelford, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: 61554 THOMAS WEST
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 507 COURT STREET PIN No. 04-04-35-33
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 1318 WEST SHORE DR Phone #: 309-512-
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? YES
8. Briefly describe the type of business operation presently or will be housed in the building:
IRISH PUB WITH FULL KITCHEN
9. What is approximate age of building? 100
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? NO
If yes, please explain: _____
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance the function of the building:
THE ENTIRE BUILDING WILL BE RENOVATED.
AN ADDITIONAL 1600ft² WILL BE ADDED TO
THE FRONT OF THE BUILDING.

13. If the building includes commercial retail space, please provide a copy of your business plan.
14. How soon after possible grant approval by the City would you begin your project? 1 WEEK
15. Once started, how long would it take to complete? 2 MONTHS
16. What is the total cost of planned eligible work? \$ 250,000

17. From what sources and in what amounts, other than the City, will the money for this project be drawn? Please be specific:

PERSONAL FUNDS - \$150,000
COMMERCIAL LOAN - \$200,000

18. Will the planned building renovation result in the creation of any new jobs? YES
- If yes, how many full-time and/or part-time positions will result? 6

Applicant(s) Signature: Thomas W. [Signature] Date: 30 OCT 17

Date: _____

CITY USE ONLYThe City of Pekin TIF Administrator:

____X____ recommends _____ does not recommend approval to the City Council.

Date: Nov. 30, 2017 TIF Administrator Signature: KL S

Amount recommended: \$ 25,000 Conditions, if any: _____

City Council:

____ approves _____ does not approve loan program.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois**Downtown TIF Commercial Retail / Upper Story Housing Loan Program****Required Attachments Along With Application Request**

- | | |
|---|--|
| ☒ Proof of building ownership. | ☐ Current photographs of building showing all areas subject to improvement. |
| ☒ Concurrence of Owner to participate in program if Owner is not Applicant. | ☐ Drawings depicting interior/exterior site plan project. |
| ☐ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☐ Executed Applicant/Owner Certification Form. |
| ☐ Copy of building assessment from approved list of contractors/inspectors, any building assessment costs are considered eligible project costs. | ☐ Letter from Applicant/Owner expressing need for financial assistance. |
| ☐ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☐ Summary sheet of project/s. |

City of Pekin, Illinois Downtown Facade Revitalization Program

Application Review / Ranking Process

1. Complete application form and all attachments including building assessment, drawings, photographs, statement of need and certification form must be submitted to Pekin Main Street, 111 S Capitol Street, Pekin, Illinois.
2. If complete, application will be taken for review and recommendation to the Design Committee of the Pekin Main Street Board.
3. Applications will be recommended for approval or disapproval by the Design Committee to the City Council.
4. City Council shall make the final decision as to City funding of individual applications.
5. Total estimated "turn around" time from completed application to final approval is a maximum of 45 calendar days.

In the event of application requests exceeding the amount of available monies budgeted at \$75,000/year, applications will be prioritized for funding by the Design Committee and City Council based on the following factors:

Past efforts (maximum of 10 years) of property Owner to improve exterior of building

Historical and/or architectural significance of building

Project's extent of adherence to design guidelines

Project's overall effect on appearance of structure visible from public areas and/or right-of-ways

Number of FTE jobs created or retained

Project's affect on, and visual harmony with, block in which it is situated

Amount of Owner equity injected into project

Applicant's stated need for City financial assistance

City of Pekin, Illinois Downtown Facade Revitalization Program

APPLICANT CERTIFICATION FORM

As Applicant(s) for participation in the City of Pekin's Downtown facade Revitalization Program, I/we acknowledge with following statements.

- ☒ To the best of my/our current knowledge, all information contained within the application is true and we hereby authorize the City of Pekin to verify any such information at its discretion.
- ☒ I/We have read and understand the Program Guidelines for Pekin Downtown facade Revitalization Program and agree to fully abide by said guidelines.
- ☒ I/We understand that my/our property must be located within the boundaries of the City of Pekin's Tax Increment Financing District (TIF) #1 in order to be eligible for program participation.
- ☒ I/We understand that a three (3) year contractual agreement will be signed with the City requiring prorated repayment of the City's financial injection in to the project in the event of: conversion of property to a not-commercial use; cessation of business operations; or, failure to properly maintain improvements t the property financed in part by the City.
- ☒ I/We have read and understand the Design Standards for the Pekin Downtown facade Program and agree to, the fullest extent feasible, perform all work on our property in compliance with these standards.
- ☒ I/We understand that my/our financial share of the total project's cost must all be expended, and appropriate project progress documented, prior to the injection of any City funds into the project.
- ☒ I/We understand the Owner/Applicant will be responsible for securing all required municipal permits and paying all associated fees prior to the onset of work.
- ☒ Due to a limitation on the amount of available program dollar funds, I/we understand that an eligible completed application is not necessarily a guarantee of project funding.
- ☒ I/We understand that the Owner of the property, if not the Applicant, must give written approval for project participation prior to approval.

City of Pekin, Illinois Downtown Facade Revitalization Program

APPLICATION REQUEST

Submit to: Katy Shackelford, City of Pekin, 111 S. Capital St., Pekin, IL 61554

1. Name of Applicant: THOMAS WEST
(If applicant is not owner, application must be accompanied by written consent of owner to participate in program)
2. Street Address: 507 COURT ST. PIN No. 04-04-35-336
3. Owner of Property (if different from applicant): _____
4. Owner's Address: 1318 WEST SHORE DR. Phone #: 309-512-34
5. Phone No. of Applicant/Contact Person (if different from Owner): _____
6. Is any portion of building leased? NO If so, please provide name and address of lessee: _____
7. Is the ground level floor space devoted to commercial purposes? YES
8. Briefly describe the type of business operation presently housed in building: IRISH PUB
9. What is approximate age of building? 100
10. Is Owner of property currently participating in any other City business assistance program? NO
11. Are you aware of any historical or architectural significance associated with the building? NO
If yes, please explain: _____
12. Please provide a description of your proposed project stating what you intend to accomplish and how the planned work will enhance building appearance: IRISH PUB WITH FULL KITCHEN

- ☒ I/We understand that the subject property must have at least the ground level floor space devoted to commercial use to qualify for program participation.
- ☒ I/We understand that, barring the occurrence of unforeseen circumstances beyond the control of me/us a Applicant, I/we will be obligated to satisfactorily complete the work items (within the time frame cited) as listed in the application.
- ☒ I/We understand that upon submitting a completed application and building assessment report, approval and recommendation from Main Street Design committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Applicant(s) Signature: Thomas West Date: 30 OCT 2017

Date: _____

Submit to: Katy Shackelford, City of Pekin, 111 S. Capital St., Pekin, IL 61554

13. How soon after possible grant approval by the City would you begin your project? 1 WEEK
14. Once started, how long would it take to complete? 2 MONTHS
15. What is the total cost of planned eligible work? \$ 250,000
16. From what sources and in what amounts, other than the City, will the money for this project be drawn Please be specific:

PERSONAL - 150,000
COMMERCIAL LOAN - 200,000

17. Will the planned building renovation result in the creation of any new jobs? YES
- If yes, how many full-time and/or part-time positions will result? 6
- Applicant(s) Signature: Sharon West Date: 30 OCT 17

Date: _____

CITY USE ONLY

The City of Pekin Main Street Design Committee:

X recommends _____ does not recommend approval to the City Council.

Date: 11/30/17 Chair Signature: KLS

Amount recommended: \$ 12500 Conditions, if any: _____

City Council:

_____ approves _____ does not approve facade revitalization grant award.

Date: _____ Mayor's Signature: _____

Amount recommended: \$ _____ Conditions, if any: _____

City of Pekin, Illinois Downtown Facade Revitalization Program

Required Attachments Along With Application Request

- | | |
|---|--|
| ☐ Proof of building ownership. | ☐ Current photographs of building showing all areas subject to improvement. |
| ☐ Concurrence of Owner to participate in program if Owner is not Applicant. | ☐ Drawings depicting exterior appearance of building following completion of project including lighting, signage, landscaping, etc., as applicable. |
| ☐ Minimum of two (2) qualified bids for all program eligible work to be performed. | ☐ Executed Applicant/Owner Certification Form. |
| ☐ Copy of building assessment from approved list of contractors/inspectors, any building assessment costs are considered eligible project costs. | ☐ Letter from Applicant/Owner expressing need for financial assistance. |
| ☐ Documentation of the existence of other funding sources in appropriate amounts with suggestion to use local financial institution. | ☐ Summary sheet of project/s. |

Upon receiving a completed application and building assessment report, approval and recommendation from Main Street Design committee, City Council will vote to pre-approve application and City funds will be distributed upon inspected project completion.

Thomas West/ Dori Edwards

West Dublin Pub

507 Court Street

Pekin, Illinois 61554

City Of Pekin,

Dori and I are excited to be investing in Downtown Pekin with a hope that we assist in making the Downtown area a destination people want to come visit. West Dublin Pub is aiming to provide an amazing dining and entertainment venue which draws Pekin and surrounding Communities' residents alike. In order to assist with our vision of creating West Dublin Pub, we are requesting financial assistance from TIF Program funds. Our project in total is approximately \$250,000, and we hope to utilize the Main Level Retail Space, Façade, and sign programs. We greatly appreciate the City's assistance and availability of these amazing programs.

Thank You,

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

Thomas West

Pekin Community Bank
 601 Court Street
 Pekin, IL 61554
 (309) 347-5101 Phone
 (309) 347-4524 Fax
Dennis Short
 Commercial Lender



11/22/2017

To whom it may concern,

Westward, Inc.; Thomas West & Dori Edwards are pre-approved for a construction to permanent financing loan.

Conditions:

- Subject to satisfactory appraisal
- Borrower's available funds. (including possible grant funds)
- Final SBA approval. SBA has authorized a contingent approval.
- Morton Community Bank as 1st lien holder on 507 Court St. Pekin, IL
- Clear and simple free title

Any questions, please don't hesitate to contact me.

Sincerely,

Dennis Short
 Commercial Lender
 Community Banker
 Pekin Community Bank
 Div. Of Morton Community Banks
 309-347-5101
 Dennis.short@mortonbank.com

Attachment: 507 Court TIF Application (1286 : TIF Facade Program 507 Court)



BUSINESS PLAN

WEST DUBLIN PUB

507 COURT STREET
PEKIN, IL 61554

OCTOBER 2017

Attachment: 507 Court TIF Application (1286 : TIF Facade Program 507 Court)

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1.0 Executive Summary

The West Dublin Pub will be a unique gathering place in historic Downtown Pekin, Illinois. By providing exemplary service, a vast selection of beer and wines, and award winning food in a relaxed comfortable authentic Irish Pub setting, the West Dublin Pub will be the premier bar and destination gathering place for Pekin and the surrounding areas.

The success of the bar is in its owners – with collectively 20 years experience working for the U.S Government in hostile environments in the Middle-east. They are used to grueling hard work and are committed to making this operation a successful one. Employees will be hand selected and share the same views as the owners, that is, keeping the customer happy and assuring repeat business.

The Dublin Pub has plans to initially capture 0.8% market share or \$430,000 of the \$50.254 million of the local market by fiscal year two. The West Dublin Pub will accomplish this through a concerted social media marketing campaign, reliance on signage and primarily by word of mouth. Located at a major intersection of the primary thoroughfare into Pekin, with average traffic counts of 6,200 daily, the site was primarily selected because of its location, the historical significance, the local demographics surrounding the site, and the fact that it is the only structure in downtown Pekin with capability to host an outdoor beer garden/café bordering Court Street.

In September 2017 the owners of West Dublin Pub purchased the 2,575 square feet retail space located at 507 Court Street in downtown Pekin using 100% cash.

The following business plan summarizes the history of the West Dublin Pub, where the business currently resides and its future plans for growth.

1.1 Business Objectives

The West Dublin Pub will be a newly established Irish themed Pub located in historic downtown Pekin, Illinois. The bar will cater to office workers and professionals during the day, and at night, the bar will cater to local patrons coming home from work for some relaxation and quality food. The bar will provide a top-notch menu featuring traditional Irish Pub fare along with staple American Pub choices. On weekends the West Dublin Pub will feature live music. During special holidays, including St. Patrick's Day the West Dublin Pub will feature authentic Irish entertainment.

The West Dublin Pub's primary goal is capture 0.8% of the local \$50.254 million restaurant/bar market by the end of fiscal year two.

The West Dublin Pub plans to generate a profit within the first 16 months of operations and repayment of all financial obligations within the first 5 years of operations.

The pub will accomplish these goals by holding itself apart from competition as a true neighborhood bar, offering a vast selection of beer and wine, by providing authentic Irish Pub cuisine in addition to standard American Pub fare, and amazing service all in a relaxing environment designed to make patrons return.

1.2 Mission Statement

The West Dublin Pub will provide a comfortable place for patrons to come and gather for relaxation, striving to be the bar of choice for the locals in Pekin and the surrounding areas. The West Dublin Pub will be known as the only gathering place to have an open beer garden/café bordering Court Street in historic downtown Pekin. The West Dublin Pub will provide a relaxed atmosphere encouraging patrons to unwind --specifically targeting professionals and blue-collar workers between the ages of 24 and 75 making equal or greater than \$35,000 annually. The West Dublin Pub is based on the guiding principles that life is to be enjoyed and this is reflected in its vast selection of beverages, it's delicious Irish/American Pub offerings and the professional team members. The West Dublin Pub wants to be known as the place to be and to be seen.

1.3 Guiding Principles

The West Dublin Pub's philosophy is simple: enjoy life and treat others as you would want to be treated. These sound principles apply to all of life's situations, both personal and professional. At the West Dublin Pub, these principles are applied to management, employees, customers and suppliers alike.

Life is to be enjoyed! West Dublin Pub employees will love their jobs and their customers! This is not only reflected in the outstanding service – it is because management will personally cull and train each employee putting them in the position that is ideally suited for them and set them up for success.

Integrity – In the spirit of all great bartenders, treat each customer with utmost respect and professionalism. The West Dublin Pub bartenders and wait staff will be trained to act professionally in all situations. If a regular patron happens to become disorderly say after a particularly stressful day, the West Dublin Pub staff will be trained to promptly and discreetly order a cab for these individuals.

1.4 Keys to Success

The West Dublin Pub's key to success will be based on:

- Outstanding customer services – the West Dublin Pub will strive to be the place to be and to be seen. All team members will be hand selected and love what they what do.
- Customer Satisfaction – By providing a quiet and relaxed environment, where friends can meet and unwind and relax.
- Provide a vast offering of specialty beer and wine offerings – catering to the public's increased requirement for variety and sophistication in alcoholic beverages.

2.0 Company Description

The West Dublin Pub will be a locally owned Irish themed Pub equally owned and operated by Thomas West and Dori Edwards.

The West Dublin Pub will occupy a 2,575 square foot facility located at 507 Court Street in historic downtown Pekin, Illinois. A covered 1,600 square foot enclosed beer garden with four glass garage doors will be constructed on the front of the building.

The West Dublin Pub will provide a soft, quiet environment for its patrons. The furnishings and decorations will be of the variety expected in an authentic Irish Pub. These items will be sourced from around the Globe through a tireless effort from the owners.

The bar will have a small stage and provide the site for local musicians and open mic nights on the weekends.

2.1 Ownership

The West Dublin Pub is a C-Corporation, owned equally by Thomas West and Dori Edwards.

Mr. West is a Bradley University graduate and has 15+ years experience in management and operations associated with US Army operations in Afghanistan and the Middle-east.

Ms. Edwards has a graduate degree from Johns Hopkins and has 5 years experience in management and operations associated with US Army operations in Afghanistan and the Middle-east. Ms. Edwards also has previous experience assisting a start-up to become a flourishing business.

2.2 Legal Form

The Company is a registered C-Corporation named Westward Inc. doing business as the West Dublin Pub, owned equally by Thomas West and Dori Edwards doing business in the State of Illinois. The Federal Tax ID for the Corporation is 82-2439252.

2.3 Start-Up Summary

Following is a summary of required funds to establish the business:

Improvement costs associated with 507 Court St. will involve electrical, HVAC, water, sewer, painting, carpentry, flooring (epoxy), safety, and beer garden/outdoor café area improvements to include an overhead cover.

The owners will tirelessly search globally for the most economical yet visually appealing construction and decoration supplies.

The owners are currently seeking to remodel and retrofit 507 Court Street to accommodate a front bar, kitchen, restrooms and a large outdoor beer garden/café. The City of Pekin has invested \$150,000 in recent years to stabilize this structure. Additional TIF grants are available for the build-out and façade construction. The approximate cost of the full build-out of the structure and equipment needs is \$250,000. This figure includes \$27,000 for the purchase of kitchen equipment and the installation of the kitchen hood.

The owners purchased 507 Court Street in September 2017 using cash. The property is free and clear of any liens.

2.4 Location and Facilities

The owners specifically sought this location because the demographics aligned with their target customers

The location was a key component for the West Dublin Pub. Located at a major intersection of the primary thoroughfare into Pekin, with average traffic counts of 6,200 daily, the site was primarily selected because of its location, the historical significance, architecture, and the local demographics surrounding the site.

The 2,575 square foot West Dublin Pub and 1,600 square foot beer garden will be located at 507 Court Street in downtown Pekin, Illinois. The area surrounding the West Dublin Pub is the downtown Pekin neighborhood. The West Dublin Pub will target customers living in this neighborhood and surrounding areas.

The bar location specifically meets the needs of the owner's patron profile – that is professionals and blue-collar workers between the ages of 24-75 with incomes equal or greater than \$35,000. The following table briefly summarizes the population in Pekin though the West Dublin Pub expects to also draw from a further pool of patrons from the Greater Peoria area:

Demographic Summary (2016) Pekin, IL	
Population	39,535
Median Household Income	\$46,447
Median Age	39.7

3.0 Products

3.1 Products/Services Descriptions

The West Dublin Pub will offer a broad and deep variety of specialty beers and wines which will appeal to the public's ever changing and increasingly more sophisticated demands for variety in beer and wine. The bar will also offer a full-service liquor bar.

Patrons desiring food will not be disappointed by the pub's food offerings either. The kitchen will prepare authentic Irish Pub cuisine in addition to standard bar fare such as nachos, potato skins, and hamburgers. The kitchen will remain open for the duration of the business hours.

On Friday and Saturday nights, the West Dublin Pub will provide live entertainment performed by local musicians. A cover charge may be applied to patrons to cover the band expenses. The bands will be responsible for setup and tear down of all equipment.

3.2 Competitive Comparison

Within a five mile radius of the subject are four comparables:

Maquet's Railhouse
221 Court Street
Pekin

Applebee's
3540 Court Street

Pekin

Buffalo Wild Wings
 3333 Court Street
 Pekin

Kouri's Pub
 2929 Court Street
 Pekin

3.3 Product/Service Sourcing

The key food suppliers for the business will be Sysco Foods and Waugh Foods, Inc. Having two suppliers assures the West Dublin Pub exceptional delivery times, and better overall prices.

Restaurant supplies (pots, pans, cutlery, and cooking utensils) will come from George O Pasquel Company.

Alcoholic beverages will be purchased from RJ Distributing Company and Breakthru Beverage Group.

The West Dublin Pub will utilize a P-O-S (Point of Sale) touch screen system throughout the bar and restaurant area. These monitors and hand-held units will provide point of sale menus, inventory control analysis, credit card sales, and office management.

3.4 Inventory Management

The POS system will be instrumental in the West Dublin Pub's success. Bartender theft and employee theft can quickly be the financial demise of any business. The POS systems will alert the chef when inventory levels are low and the bar manager when to place his order.

3.5 Warehousing and Fulfillment

The West Dublin Pub will keep minimal inventory. This will ensure inventory costs are kept low, waste due to spoilage is minimal and space utilization is maximized.

3.6 Future Products/Services

The owners of the West Dublin Pub realize the customer is the key to the success of the business and will work continually to improve/enhance the patron experience. Comment cards will be available throughout the bar and management will keenly review these comments, making adjustments as needed. For example, the owners might consider open mic nights, creating a Trivia Night or providing other options as deemed acceptable by the customers.

4.0 Market Analysis

4.1 Industry Analysis

Although people still gather to socialize in bars, just as they have for hundreds of years, other factors have come into play for the industry as well. Problems with driving while intoxicated have changed the drinking patterns of people in United States. The growing concern with health and fitness toward the end of the 20th century took its toll on the bar industry. Keeping tabs on this

industry requires a look at the alcoholic beverage industry as a whole--what people buy in the store doesn't differ much from what they buy in a bar. The distilled spirits industry generates around \$100 billion in U.S. economic activity annually. (Distilled Spirits Council)

The US bar and nightclub industry includes about 45,000 establishments (single-location companies and branches of multi-location companies) with combined annual revenue of about \$20 billion. No major companies dominate; varying state liquor laws complicate the ability to form large chains. The industry is highly fragmented: the 50 largest companies account for about 5 percent of revenue. (First Research)

Personal income and entertainment needs drive demand. The profitability of individual companies depends on the ability to drive traffic and develop a loyal clientele. Large companies can offer a wide variety of food, drinks, and entertainment, and have scale advantages in purchasing, financing, and marketing. Small companies can compete effectively by serving a local market, offering unique products or entertainment, or providing superior customer service. The industry is labor-intensive: average annual revenue per worker is about \$60,000. (First Research)

Major sources of revenue include beer (about 35 % of sales), distilled spirits or hard liquor (30 %), food and non-alcoholic beverages (20 %), and wine (7 %) (First Research).

4.1.1 Market Size

The US bar and nightclub industry includes about 45,000 establishments (single-location companies and branches of multi-location companies) with combined annual revenue of about \$20 billion. No major companies dominate; varying state liquor laws complicate the ability to form large chains. The industry is highly fragmented: the 50 largest companies account for about 5% of revenue. (First Research)

4.1.2 Industry Participants

There are few barriers to entry in the neighborhood bar industry, and the capital costs of starting a new neighborhood bar are low. However, competition among bars and taverns is intense due to the large number of bars in the target market. When combined with a small industry growth rate, market share gains by one bar may be at the expense of others; however, the market for new dining/gathering places in Pekin has shown resiliency.

Competing for the neighborhood bar patrons are other small neighborhood bars and larger chain restaurants with full service bars. Additional competition for the West Dublin Pub are other types of bars, including, sports bars, pubs, coffeehouses, and wine sellers.

4.1.3 Retail Market Place Profile

The following table briefly summarizes the Supply, Demand, and Retail gap for the Food Service and Drinking Places Industry within a 10 minute drive time radius of Pekin:

Industry Group	NAICS	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap	Leakage/Surplus Factor	Number of Businesses
Food Services and Drinking Places	722	\$50,254,473	\$48,015,497	\$2,238,976	2.3	83
Special Food Services	7223	\$1,264,971	0	\$1,264,971	100	0
Drinking Places - Alcoholic Beverages	7224	\$1,593,472	\$1,335,295	\$258,177	8.8	12
Restaurants/Other Eating Places	7225	\$47,396,030	\$46,672,859	\$723,171	1	71

According to the City of Pekin, Economic Development Department there are 12 comparable establishments within a 10 minute drive time radius of Pekin. However, as indicated by the table above there is still demand (retail potential) in this industry. The West Dublin Pub intends to draw on this demand by providing a unique, comfortable place for locals to come and gather for relaxation.

4.1.4 Market Segments

- Middle class, 'blue collar' workers on their way home from work. These are the patrons that will become the bar's 'regulars', patronizing the bar on their way home from work and stopping for a beer paired with authentic pub food and unwinding prior to heading home.
- Professionals and office workers on their lunch hour – the bar is centrally located in Downtown Pekin making it an ideal location for both Professionals and office workers alike.
- Late night and bar crowd seeking late night venues – the West Dublin Pub will have live music and acoustic guitar musicians on weekends and some weeknights.

The owners of the West Dublin Pub are targeting the following individuals for their market:

- Household income of \$35,000
- Between the ages of 24 and 75
- Lives within a 10 mile radius of 507 Court Street

4.2 Market Tests

The owners specifically targeted this location because of the lack of upscale 'neighborhood bars' in the downtown Pekin locale – a pub that is quaint and cozy – but also provides a great option to take out of town guests with finer food and beverage offerings.

4.3 Target Market Segment Strategy

The West Dublin Pub specifically targets individuals in the local market with income equal or greater than \$35,000 desiring a quiet neighborhood pub with an outdoor beer garden to relax and unwind. The marketing strategy is designed to target this group.

This target group was selected primarily because of

- the location of the pub,
- the setting is designed to appeal to this target market and
- the current target market does not have any venues with a large open beer garden/café bordering one of the busiest streets in Pekin.

4.3.1 Market Needs

Mr. West has been in discussions with many bar customers in Pekin. A common theme in these discussions was the fact that Pekin lacked restaurants/bars targeting an upper class of patrons and also venues that had larger tables so that groups larger than 4 could be seated together and that while they loved the local taverns, they'd be more interested in trying some finer quality food offerings along with some finer beverage choices, especially when they had guests visiting from out of town.

The owners have added some "class" to this little bar and grille by:

- Offering both traditional bar fare, but also offering selections of daily prepared specials from a trained chef
- The bar will provide local musicians and acoustic guitar, filling the vast void in such venues in the downtown Pekin area.

4.3.2 Market Trends

- Recent market trends focus increasingly on healthier lifestyles. Studies have shown that although consumers are drinking less alcohol, their tastes are becoming more discriminating.
- A greater emphasis on technology (POS) and training ("Touch Bistro and "Upserve") resulting in increased productivity and earnings.
- Upgrades in improvements and interior décor – the days of the dimly lit and dark smoky bar rooms are quickly becoming a thing of the past.

The West Dublin Pub will be designed to embrace these trends. The West Dublin Pub will feature a vast assortment of crafted and imported beer offerings. The wine selection will be somewhat smaller but just as impressive. Food offerings will consist of authentic Irish and standard bar fare along with, finely prepared daily gourmet specials. The owners will rely on POS system for orders, inventory control, accounting functions, time management and other functions. All bartenders will be hand selected and trained to cross sell appetizers or higher margin items. The West Dublin Pub's interior will be designed be a comfortable, sociable and enjoyable environment. The West Dublin Pub's outdoor beer garden/café area will be visually appealing and designed to provide for an optimum dining and gathering space.

4.3.3 Market Growth

Liquor sales and the bar industry overall is demonstrating improving trends. The following is a summary from the February 2016 U.S. Distilled Spirits Council Report:

- Volume growth up 2.4 percent to 220 million cases
- Revenue growth up 4.5% to \$25.2 billion
- Market share continues to rise
- Growth driven by improving economy/consumer confidence, increase in restaurant sales, stable pricing environment and product innovation
- Improved economy = return of premiumization
- Sales growth has pushed market share to 35.9% of revenue, 33.8% of volume
- Future growth dependent upon state of economy (Industry Review Distilled Spirits Council 02/2012)

4.4 Positioning

The West Dublin Pub will position itself as the pub of choice for patrons desiring a comfortable and relaxed pub experience. Designed as an authentic Irish Pub downtown, the central location will appeal to patrons living in the area who don't care to travel more than a few minutes from home but also the owners expect the Pub to be a draw from the wider Greater Peoria area.

5.0 Marketing Strategy and Implementation

The West Dublin Pub will position itself as the pub of choice by providing top notch service, offering a vast selection of beverages, and providing authentic Irish Pub and traditional bar fare as well as daily market specials prepared by its culinary chef. The ambience and décor will be comfortable and relaxing and with the benefit of the only outdoor beer garden/café in downtown Pekin. The pub will be a one of a kind experience in the surrounding area. The owners and staff will be constantly aware of patrons changing likes and dislikes and the pub will act quickly to make changes to meet these needs.

5.1 SWOT Analysis

The following information summarizes the SWOT analysis. SWOT stands for strengths, weaknesses, opportunities and threats. A SWOT analysis is a method for strategic planning that evaluates these four elements as they relate to the business objectives.

5.1.1 Strengths

- Relatively easy entry and low capital outlay.
- Committed owners.
- The West Dublin Pub will be a unique one of a kind experience in the Pekin location.
- Targeted, specific focus on its customers creates a memorable experience for its patrons resulting in repeat business.

5.1.2 Weaknesses

- Disorderly patrons can potentially harm both business reputations or cause collateral damage. The use of CC TV and responsible alcohol serving policies will mitigate this risk.
- Employee theft can make or break a bar business. Management's exclusive use of the POS system mitigates this risk.
- High turnover in bar industry – many bars are here today and gone tomorrow

5.1.3 Opportunities

- Opportunity to obtain a share of a \$50.2 million market

5.1.4 Threats

- Another new entrant in the downtown area could potentially hurt market share; competition is fierce though this may actually induce more customers to travel to the downtown area for dining and entertainment creating synergy and making Downtown Pekin a destination.

5.2 Strategy Pyramid

- Strategy: Be the neighborhood pub of choice
- Tactics: Provide exceptional customer service in a relaxed and inviting environment encouraging patrons to return again
- Programs: Extensive and ongoing employee training. Employees will be rewarded financially for providing impeccable service with opportunities to benefit in profit sharing.
- All staff are hand selected and share the same core beliefs of the owners; everyone will be trained to be keenly aware of patrons and anticipate their needs before the customer does, for example always offering to promptly show them to their table, graciously asking to hang their coats, and bring them their drinks expediently.

5.3 Unique Selling Proposition (USP)

The West Dublin Pub will be a medium-sized, casual local pub. The pub will feature a vast selection of hand crafted beers – both local and imported, as well as an impressive wine selection. The pub will feature authentic Irish and traditional pub fare as well as daily specials prepared by a formally trained culinary chef. Local band and acoustic guitar performances on weekends and some evenings, the West Dublin Pub will be the alternative to its louder more raucous competitors.

5.4 Competitive Edge

The West Dublin Pub's covered 1,600 square foot beer garden/café will be the pub's niche in the downtown area. This location is the only property in downtown Pekin with enough frontage space to construct a beer garden/cafe bordering Court Street. The beer garden area will feature 4 insulated glass garage doors that will be able to be opened during nice weather and closed during inclement weather. This will ensure that our patrons will have an enjoyable experience, no matter the weather outside.

5.5 Marketing Strategy and Positioning

The West Dublin Pub is centrally located at a major intersection of the primary thoroughfare into Pekin, with average traffic counts of 6,200 daily. In addition to its prime location, the West Dublin Pub will rely on:

- Advertising
 - Outdoor Signage
 - Grand Opening
 - Website
 - Social Media Presence
 - Radio Ad
- Word of Mouth

According to the Bob Johnson with Beverage Management Institute in Clearwater, South Carolina, the only cost-effective way to advertise a bar is word-of-mouth. "When you don't have word-of-mouth working for you, you are in serious trouble. It's not necessarily terminal. There are still

ways to get some advertising and marketing out there without spending a ton of money. But anytime you reach into your own pocket to buy advertising for a bar, it's not good.

"Word-of-mouth advertising is priceless," he continues. "It means everything is right. Everything is happening. The bar is alive. Your employees love working there. They are talking and saying great things about the place, and that is passed on to your customers. The customers love being there, and they tell other customers. If you can get to that point, it's just priceless."

5.5.1 Positioning Statement

The owners have a combined 20 years in managing complex projects for the US Army in contingency environments within the Middle-east and Afghanistan. The West Dublin Pub will provide a vast collection of handcrafted beers and wine, provide live music and authentic Irish and American Pub fare, and will strive to be the premier bar 'where the locals go' in downtown Pekin and the greater Peoria area. The West Dublin Pub will go above and beyond the call of duty making patrons come back and tell everyone they know.

5.5.2 Pricing Strategy

The West Dublin Pub's pricing will be similar to the competitor's (competition based pricing) initially and management may consider lowering drink prices initially to attract initial patrons. However, near term, when the West Dublin Pub captures at least 2% of the local market, management plans to price alcohol and food to be more reflective of acquisition costs.

The menu items are moderately priced. Appetizers will range from \$6-\$12. Entrées including: shepherd's pie, burger plates, wraps, etc. will range from \$8-\$14.

5.5.3 Promotion and Advertising Strategy

The West Dublin Pub's primary promotion and advertising strategy will be outdoor street signage, word of mouth, and social media platforms.

In addition, the West Dublin Pub will participate in select promotions annually. Once the pub is up and running, management will determine which nights need a boost. Historically, bars are busiest Friday and Saturday nights, with Thursdays coming in third place. The West Dublin Pub might decide to create an open mic night or trivia night on Tuesdays or Wednesday evenings. In addition, the bar will have promotional events on holidays such as St. Patrick's Day and New Year's Eve. Management anticipates profit to equate to 3X the cost of advertising the promotion. In order to maintain the high energy levels during the promotions, all prizes will be awarded at the end of the evening. That way, patrons will have to stay all night to see whether or not they've won the grand prize.

5.5.4 Website

The West Dublin Pub has an active website featuring the menu items, location, phone number, hours of operation, events calendar and map. The website also has links to the Pub's Facebook Page. www.westdublinpub.com

5.5.5 Marketing Programs

The owners of the West Dublin Pub will rely on a combination of customer feedback / sales reports captured from the POS to determine how well the pub is performing. Customer comment cards will be available tableside and guests will have the option to receive discounts on appetizers when the card is submitted. All employees will be made aware of the West Dublin Pub's commitment to customer service and this additional tool to be used to evaluate employee performance.

5.6 Sales Strategy

The patrons will be warmly greeted immediately upon entering the bar. The objective at the West Dublin Pub is to make everyone feel at home and be the place 'to be and to be seen'. Upon finding a comfortable location either at the bar, a cozy booth, high top table, or outside in the beer garden/café patrons will be asked for their drink and food order. Employees will be trained to cross sell high margin items. The West Dublin Pub truly values its employees and provides them with the very best training – and therefore the best service. Management believes that this investment in its employees ensures satisfied customers and in turn repeat business, leading to increased revenues.

At the West Dublin Pub, the staff and management will go above and beyond the call of duty which will help to ensure patrons come back and tell everyone they know.

5.6.1 Sales Forecast

The following table demonstrates the annual sales forecast:

Table 5.6.1 Annual Sales Forecast

Annual Sales Forecast	Year 1	Year 2	Year 3
Average Drink	\$150,000.00	\$200,000.00	\$230,000.00
Average Appetizer	\$70,000.00	\$77,000.00	\$85,000.00
Average Meal	\$100,000.00	\$120,000.00	\$150,000.00
Total Income	\$380,000.00	\$467,000.00	\$535,000.00
Cost of Sales			
Average Drink	\$30,000.00	\$40,000.00	\$46,000.00
Average Meal	\$35,000.00	\$42,000.00	\$52,500.00
Average Appetizer	\$24,500.00	\$26,950.00	\$29,750.00
Total Cost of Sales	\$89,500.00	\$108,950.00	\$128,250.00
Gross Margin	\$290,500.00	\$358,050.00	\$406,750.00

5.6.2 Sales Programs

The West Dublin Pub employees will be the primary salespeople and will participate daily in the tip pool. Employees will participate in ongoing training and be compensated for their accomplishments as well. The West Dublin Pub has a strong belief that the pub only performs as well its employees.

5.7 Legal

The West Dublin Pub is a C Corporation recognized in the State of Illinois. The pub is currently in the process of obtaining the following licenses: liquor liability license, gaming license, food service license, sales tax license, and entertainment permit.

5.8 Milestones

The following milestones will guide the West Dublin Pub to meet its goals:

Table 5.8 Milestones

Milestone	Date
Secure space	Complete Sep 2017
Complete Retrofit and Build-Out	Jan 2018
Furnish restaurant and bar area	Dec 2017
Obtain and meet necessary licensing requirements	Jan 2018
Purchase inventory, kitchen equipment and POS system	Dec 2017
Interview and hire employees	Jan 2018
Grand Opening	March 2018
Hire accountant when revenues exceed \$500,000	Year Four

6.0 Organization and Management

The following information provides the organizational components of the West Dublin Pub.

6.1 Organizational Structure

The West Dublin Pub will be owned equally by Thomas West and Dori Edwards.

General duties will include review of daily operations, inventory control, employee training, employee hiring and firing, ordering supplies, and routine maintenance and upkeep of the bar, equipment and facilities management.

The head chef will oversee the day kitchen staff personnel, including 1 line and 1 prep cook.

The owners will also hire wait staff and bartenders.

All full-time employees will be compensated with benefits including health insurance.

6.2 Management Team

Thomas West and Dori Edwards will co-manage all operations at the West Dublin Pub. Mr. West and Ms. Edwards have extensive operations and management experience related to complex U.S Army operations in Afghanistan and Kuwait.

A trained chef and head bartender will be selected at a later date.

6.3 Management Team Gaps

Until the West Dublin Pub reaches \$500,000 in annual revenues, they will utilize a part time bookkeeper to assist in payroll and income tax preparation (Reference legal and accounting line item on income statement).

6.4 Personnel Plan

The following chart shows employee salaries over the next three year period:

Table 6.4 Personnel Plan

Position	Year 1	Year 2	Year 3
Bartender 1	15000	15000	16000
Bartender 2	15000	15000	15000
Chef	40000	40000	42000
Prep Cook		20250	23000
Line Cook	30000	30000	32000
Waitress 1	14500	14500	14500
Waitress 2	14500	14500	14500
Waitress 3			14500
Total Personnel Costs	129000	150250	171500

6.5 Board of Directors

N/A

7.0 Financial Plan

The financial plan will cover the following:

- Required Cost of Start-Up
- Profit and Loss
- Cash Flow

7.1 Important Assumptions

- 6 employees will be hired from day one of operations
- Average drink sales price: \$5.45
- Average appetizer sales price: \$10.00
- Average meal sales price: \$12.00
- Annual sales allow economic cyclicalilty.

7.2 Start-Up Costs

Initial start-up costs will consist of real estate acquisition, new heating/air conditioning, electrical, plumbing, and painting, carpentry, and flooring.

Equipment consists of two stoves and ovens, one walk in refrigerator, a freezer, two microwaves, deep fryers, and a multi-tiered beer keg refrigeration system.

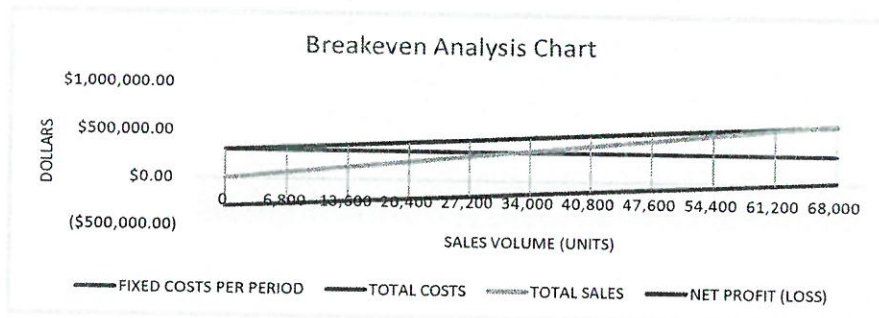
Furniture and fixtures consist of authentic Irish Pub furnishings and decorations sourced through a tireless global search by the owners.

The owners are seeking a commercial loan for \$250,000 in order to complete the renovation at 507 Court Street to meet the needs of the West Dublin Pub. This includes \$27,000 for the purchase of kitchen equipment and the installation of the kitchen hood.

7.3 Break-Even Analysis

Total fixed costs are estimated to be \$291,000. The variable cost (overhead) is estimated to be \$4.60 per unit. Units are assumed to be: the combined average of: the average drink, the average appetizer, and the average meal. Based on the assumption of \$9.15 as the average sales price per unit, the breakeven revenue then is \$585,197 or 63,956 units. This is further depicted in the tables and graph that follow:

\$9.15
68,000
\$622,200.00
\$4.60
\$312,800.00
4.55
\$309,400.00
\$129,000.00
\$15,000.00
\$5,000.00
\$58,200.00
\$88,800.00
\$296,000.00
\$13,400.00
65054.95



0	6,800	13,600	20,400	27,200	34,000	40,800	47,600	54,400	61,200
\$9.15	\$9.15	\$9.15	\$9.15	\$9.15	\$9.15	\$9.15	\$9.15	\$9.15	\$9.15
\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00	\$296,000.00
\$0.00	\$31,280.00	\$62,560.00	\$93,840.00	\$125,120.00	\$156,400.00	\$187,680.00	\$218,960.00	\$250,240.00	\$281,520.00
\$296,000.00	\$327,280.00	\$358,560.00	\$389,840.00	\$421,120.00	\$452,400.00	\$483,680.00	\$514,960.00	\$546,240.00	\$577,520.00
\$0.00	\$62,220.00	\$124,440.00	\$186,660.00	\$248,880.00	\$311,100.00	\$373,320.00	\$435,540.00	\$497,760.00	\$559,980.00
(\$296,000.00)	(\$265,060.00)	(\$234,120.00)	(\$203,180.00)	(\$172,240.00)	(\$141,300.00)	(\$110,360.00)	(\$79,420.00)	(\$48,480.00)	(\$17,540.00)

7.3.1 Projected Profit and Loss

The West Dublin Pub's estimated profit and loss for the initial 6 months of operations is reflected below:

Table 7.3.1 Pro Forma Profit and Loss

Pro Forma Profit and Loss	March	April	May	June	July	August
Income						
Average Drink	\$10,000	\$9,000	\$11,000	\$12,000	\$14,000	\$16,000
Average Appetizer	\$6,000	\$5,500	\$6,000	\$6,500	\$7,000	\$7,300
Average Meal	\$8,000	\$7,500	\$8,000	\$8,500	\$9,000	\$9,500
Gaming Dividends	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Total Income	\$29,000	\$27,000	\$30,000	\$32,000	\$35,000	\$37,800
Cost of Sales						
Average Drink	\$2,000	\$1,800	\$2,200	\$2,400	\$2,800	\$3,200
Average Appetizer	\$2,100	\$1,925	\$2,100	\$2,275	\$2,450	\$2,555
Average Meal	\$2,800	\$2,625	\$2,800	\$2,975	\$3,150	\$3,325
Total Cost of Sales	\$6,900	\$6,350	\$7,100	\$7,650	\$8,400	\$9,080
Gross Margin	\$22,100	\$20,650	\$22,900	\$24,350	\$26,600	\$28,720
Expenses						
Salaries and Wages						
Owners Compensation	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Salaries	\$10,900	\$10,900	\$10,900	\$10,900	\$10,900	\$10,900
Social Security	\$831	\$831	\$831	\$831	\$831	\$831
Medicare	\$194	\$194	\$194	\$194	\$194	\$194
Federal Unemployment Tax	\$804	\$804	\$804	\$804	\$804	\$804
State Unemployment Tax	\$74	\$74	\$74	\$74	\$74	\$74
Workers Compensation	\$107	\$107	\$107	\$107	\$107	\$107
Employee Benefit Programs	\$580	\$580	\$580	\$580	\$580	\$580
Total Salaries and Wages	\$10,810	\$10,810	\$10,810	\$10,810	\$10,810	\$10,810
Business Expenses						
Advertising	\$120	\$120	\$120	\$120	\$120	\$120
Car and Truck Expenses	\$200	\$200	\$200	\$200	\$200	\$200
POS System Charges	\$170	\$170	\$170	\$170	\$170	\$170
Insurance	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Legal and Accounting	\$420	\$420	\$420	\$420	\$420	\$420
Office Expenses	\$250	\$250	\$250	\$250	\$250	\$250
Postage and Shipping	\$0	\$0	\$0	\$0	\$0	\$0
Rent	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Repairs	\$500	\$500	\$500	\$500	\$500	\$500
Supplies	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Telephone/Internet/Satellite	\$340	\$340	\$340	\$340	\$340	\$340
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Utilities	\$600	\$700	\$700	\$700	\$800	\$900
Miscellaneous Expenses	\$580	\$580	\$580	\$580	\$580	\$580
Amortized Start-Up Expenses	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Depreciation	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Total Business Expenses	\$10,680	\$10,780	\$10,780	\$10,780	\$10,880	\$10,980
Less Interest Expenses						
Total Interest Expense	\$4,850	\$4,850	\$4,850	\$4,850	\$4,850	\$4,850
Net Operating Income	-\$4,240	-\$5,790	-\$3,540	-\$2,090	\$60	\$2,080
Less Income Taxes	\$0	\$0	\$0	\$0	\$18	\$624
Net Profit	-\$4,240	-\$5,790	-\$3,540	-\$2,090	\$42	\$1,456

7.3.2 Projected Profit and Loss

The West Dublin Pub's estimated profit and loss for the initial 3 Years of operations is reflected below:

Table 7.3.2 Pro Forma Profit and Loss

Pro Forma Profit and Loss	Year 1	Year 2	Year 3
Income			
Average Drink	\$150,000	\$200,000	\$230,000
Average Appetizer	\$70,000	\$77,000	\$85,000
Average Meal	\$100,000	\$120,000	\$150,000
Gaming Dividends	\$60,000	\$70,000	\$70,000
Total Income	\$380,000	\$467,000	\$535,000
Cost of Sales			
Average Drink	\$30,000	\$40,000	\$46,000
Average Appetizer	\$24,500	\$26,950	\$29,750
Average Meal	\$35,000	\$42,000	\$52,500
Total Cost of Sales	\$89,500	\$108,950	\$128,250
Gross Margin	\$290,500	\$358,050	\$406,750
Expenses			
Salaries and Wages			
Owners Compensation	\$30,000	\$35,000	\$50,000
Salaries	\$130,000	\$150,000	\$160,000
Social Security	\$9,920	\$11,470	\$13,020
Medicare	\$2,320	\$2,683	\$3,045
Federal Unemployment Tax	\$9,600	\$11,100	\$12,600
State Unemployment Tax	\$880	\$1,018	\$1,155
Workers Compensation	\$1,280	\$1,480	\$1,680
Employee Benefit Programs	\$7,000	\$7,000	\$7,000
Total Salaries and Wages	\$129,000	\$150,250	\$171,500
Business Expenses			
Advertising	\$1,000	\$1,000	\$1,000
Car and Truck Expenses	\$1,800	\$2,400	\$2,400
POS System Charges	\$2,000	\$2,000	\$2,000
Insurance	\$15,000	\$18,000	\$18,000
Legal and Accounting	\$4,000	\$5,000	\$5,000
Office Expenses	\$2,000	\$3,000	\$3,000
Postage and Shipping	\$0	\$0	\$0
Rent	\$27,000	\$36,000	\$36,000
Repairs	\$5,000	\$6,000	\$8,000
Supplies	\$10,000	\$13,000	\$15,000
Telephone/Internet/Satellite	\$4,000	\$4,000	\$4,000
Travel	\$0	\$0	\$0
Utilities	\$6,000	\$8,000	\$9,000
Miscellaneous Expenses	\$6,000	\$7,000	\$7,000
Amortized Start-Up Expenses	\$10,000	\$12,000	\$12,000
Depreciation	\$10,000	\$10,000	\$10,000
Total Business Expenses	\$103,800	\$127,400	\$132,400
Less Interest Expenses			
Commercial Loan	\$58,200	\$58,200	\$58,200
Total Interest Expense	\$58,200	\$58,200	\$58,200
Net Operating Income	-\$500	\$22,200	\$44,650
Less Income Taxes	-\$150	\$6,660	\$13,395
Net Profit	-\$350	\$15,540	\$31,255

Tazewell County, IL
Christie A. Webb**Doc No: 201700013618**

Receipt #: 774127

Pages Recorded: 5

Affidavit On File

Document Type: WD

Total Fees: \$42.25

Illinois St. Revenue Stamp: \$94.00

County Revenue Stamp: \$47.00

+RHSP FUND: \$9.00

Date Recorded: 9/8/2017 11:10:12 AM

1701017

WARRANTY DEED

THIS INDENTURE WITNESSETH, that the Grantor, CHRISTINA L. FISHER, a married person, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, CONVEYS AND WARRANTS to THOMAS WEST and DORI EDWARDS the following described real estate, to-wit:

Lot 15 in Block 90 in the ORIGINAL TOWN, now City of Pekin, situated in Tazewell County, Illinois - commonly known as 507 Court Street, Pekin, IL 61554.

PIN: 04-04-35-336-010

The Grantor warrants that the above real estate is not her homestead.

SUBJECT TO general real estate taxes for the year 2017, payable in 2018, and all years subsequent thereto.

SUBJECT TO valid covenants, easements, building set-back lines, and restrictions of record.

SUBJECT TO terms and provisions contained in Ordinance No. 1877 recorded April 13, 1993 in Book 3824, Page 289 being an ordinance amending Ordinance No. 1567, being an ordinance designating an area within the City of Pekin as an Enterprise Zone and all amendatory ordinance thereto, and all terms contained therein.

SUBJECT TO terms and provisions contained in Ordinance No. 1568-A61 recorded March 24, 1994 in Book 4096, Page 121, being an ordinance amending a part and portion of Ordinance No. 1568 of the City of Pekin, Tazewell County, Illinois, known as the Zoning Ordinance, and all terms contained therein.

SUBJECT TO easements and setback lines as referenced on Plat of Subdivision.

SUBJECT TO Right of First Refusal granted to Grantor for a five (5) year period from date of recording of this deed.

Attachment: 507 Court TIF Application (1286 : TIF Facade Program 507 Court)

DATED this 6th day of September, 2017.

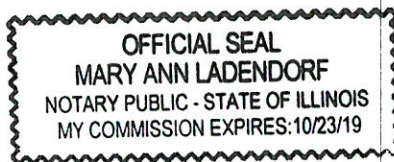

CHRISTINA L. FISHER

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That CHRISTINA L. FISHER, a married person, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 6th day of September, 2017.


Notary Public



Mail Tax Statements To:
Thomas West and Dori Edwards

This Instrument Prepared By:
Patrick E. Oberle
Patrick E. Oberle, P.C.
2807 Broadway Road, Suite B
Pekin, IL 61554

TO BE FILED WITH THE TAZEWELL COUNTY RECORDER OF DEEDS
AFFIDAVIT FOR PURPOSE OF ILLINOIS PLAT ACT REQUIREMENTS
 THIS IS A LEGAL DOCUMENT - PLEASE CONSULT YOUR ATTORNEY
 (Zoning & Subdivision Ordinances May Also Apply)

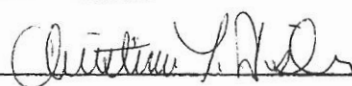
PARCEL NUMBER: 04-04-35-336-010

Grantor or Grantor's Attorney authorized representative in a deed transferring interest in the real estate described in the accompanying deed and further states this transfer **IS EXEMPT FROM THE ILLINOIS PLAT ACT (765 ILCS 205) BECAUSE OF THE FOLLOWING:**

- ☒ **NOT A DIVISION OF LAND - PARCEL BOUNDARIES REMAIN UNCHANGED** (The Recorder will proceed with recording the deed and no further questions apply. County Plat Officer signature is NOT required. Please sign below and have notarized)
- ☐ **A DIVISION OF LAND THAT MEETS ONE OF THE FOLLOWING EXCEPTIONS - APPROVAL BY COUNTY PLAT OFFICER (OR DESIGNEE) IS REQUIRED ALONG WITH APPLICABLE FEE PRIOR TO RECORDING:**
- ☐ The divisions or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
 - ☐ The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
 - ☐ The sale or exchange of parcels of land between owners of adjoining and contiguous land.
 - ☐ The conveyance of parcels of land or interest therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access.
 - ☐ The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
 - ☐ Conveyances made to correct descriptions in prior conveyances.
 - ☐ The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.
 - ☐ The sale of a single lot of less than 5 acres from a larger tract when a survey is made by an Illinois Registered Land Surveyor; provided that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.
 - ☐ The preparation of a plat for wind energy devised under section 10-620 of the Property Tax Code.
 - ☐ Division meets criteria for agricultural exemption

I swear to the best of my knowledge that the statements contained herein are true and correct. Grantor/Grantor's Attorney further states that this affidavit for the purpose of indicating to THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, that the conveyance by the attached instrument is within, and in compliance with, the provisions of the Illinois Plat Act.

Name: Christina L. Fisher

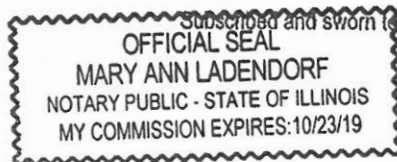
Signature: 

Date: _____

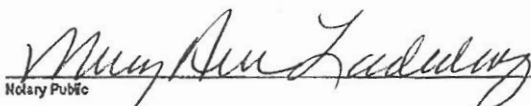
Name: _____

Signature: _____

Date: _____



Subscribed and sworn to before me this 16th day of September, 2017


 Notary Public

Approval for State Plat Act, County Subdivision and Zoning Code Purposes:

SURVEY REQUIRED FOR RECORDING: Yes ☐ No ☐

Tazewell County Plat Officer/designee: _____

Date: _____

(NOTE: County Plat Officer signature required for properties only in the UNINCORPORATED areas of Tazewell County)

Attachment: 507 Court TIF Application (1286 : TIF Facade Program 507 Court)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 6, 2017

From: Katy Shackelford, City Planner

Angie Evans, Finance/Accounting Contact
Elliff & Bosich, City Attorney

AGENDA ITEM: TIF Commercial Retail Loan Program 507 Court

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Pre-Approve \$25,000 TIF Commercial Retail Forgivable Loan

DESCRIPTION: Pre-Approval by Mayor and Council to pay owner of 507 Court Street, West Dublin Pub (owners Tom West and Dori Edwards) the eligible amount under the terms of the TIF commercial retail and upper story housing loan program guidelines for the amount of \$25,000. Owners purchased the property in 2017 to renovate and open a restaurant. A structural assessment has been completed and renovations are underway. These eligible expenses total \$131,255, based on program guidelines. TIF Façade program reimburses 1/2 of the cost up to \$25,000 (whichever is less) per building and the structural assessment is fully refundable. Staff has reviewed the application and recommends to Council the pre-approval of the TIF façade grant for the amount of \$25,000. All work must be inspected and completion signed off prior to TIF façade dollars issued upon satisfactory completion.

FINANCIAL IMPACT: \$25,000 TIF Commercial Retail Forgivable Loan

NEIGHBORHOOD CONCERNS: NA

IMPACT IF APPROVED: Allow property owner to modernize and repurpose the building from an obsolete use into a modern restaurant while improving the structural integrity of the property and enhancing the downtown business district.

IMPACT IF DENIED: Delays renovations due to overall renovation costs and business operational costs.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 5, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Concurrence to Award Runway Lighting

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: To concur to award the bid for the Pekin Municipal Airport Electrical Project C15-4578 to Oberlander Electric. Co. in the amount of \$670,760.06

DESCRIPTION: This motion is to concur to award the Pekin Municipal Airport Electrical Project C15-4758 to Oberlander Electric with the Illinois Department of Transportation Division of Aeronautics. This project was programed for this fiscal year as part of the Airport Improvement Program in which the City's portion is only 5%. There were four bidders for this project with Oberlander Electric being the low bidder at \$670,760.06 and approximately \$290,000 less than the estimate. This is a very favorable bid and makes the City share for the construction \$33,538.

This project is the replacing and upgrading the runway lighting at the Pekin Municipal Airport. Previously this year the taxiway lights were replaced with LED lights and this project would complete the conversion for the remainder of the airfield lights. The scope of the project consists of removing the old electrical vault and the construction of a new vault, removing and replacing the runway lighting with LED lights, the replacing of one of the PAPI, the replacement of beacon light with a tilt down tower, installing REILS and other associated work. This will allow the City to replace outdated and worn-out equipment that is very costly to maintain. Currently the runway lights can only operate at 20-30% intensity due to the circuit failing at higher electrical loads, one PAPI is nonoperational and the existing lights are incandescent light bulbs. This aged equipment has cost the City approximately \$19,000 in maintenance and repair from FY2012-2016 without the factoring of lower electrical cost with the use of LED lights. This project will lower the cost of maintenance due to new equipment and the use of LED lights that have warranty associated with them.

By the City concurring to award the project, the City will be required to maintain these improvements as mandated by the Airport Improvement Program and the entitlement funding. This funding allows the infrastructure to remain in good condition at minimal cost.

I recommend that City provides its concurrence so that the contract can be awarded.

FINANCIAL IMPACT: \$33,538 of the Airport Funds	
NEIGHBORHOOD CONCERNS: Increased brightness of Airport lights	
IMPACT IF APPROVED: IDOT will award the project to Oberlander Electric Company	
IMPACT IF DENIED: The Bid will not be awarded and the favorable price will be lost.	
ALTERNATIVES: none	
RELATED TO EFFICIENCY STUDY: Leveraging federal funding to reduce the cost of infrastructure improvements at Pekin Municipal Airport.	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Concurrence to Award the Project at the Pekin Municipal Airport C15-4578

Resolution No.

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 11th DAY OF DECEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK



Illinois Department of Transportation

Division of Aeronautics

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

November 28, 2017

Mr. Todd Dugan
Airport Manager
Pekin Municipal Airport
13906 Airport Lane
Pekin, IL 61554

Re: Item 01A – November 17, 2017 Letting
Pekin Municipal Airport
Illinois Project Number C15-4578
SBG Project Number 3-17-SBGP-120/133/139
Contract Number PN010

Dear Mr. Dugan,

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, Oberlander Electric Co., in the amount of \$670,760.06.

Please sign and return this letter indicating your concurrence and authorization in awarding this project within 30 days.

This request is made subject to the contractor's compliance with all DBE, bonding and other post letting administrative requirements.

If you have any questions concerning this matter, please feel free to contact me at (217) 785-4214.

Sincerely,

Steven J. Long, P.E.
Engineer of Design

Award Concurrence/Authorization

(Sponsor Signature and Title)

Enclosure (1)
jks for SJL

c: Kevin N. Lightfoot, P.E., Hanson Professional Services, Inc.
Robert Waller, P.E., Hanson Professional Services, Inc.
Mike Guerra, City of Pekin
Kristy Brod, P.E., IDOT – Aeronautics

Attachment: 01A_PN010 Award Concurrence Letter (1283 : Concurrence to Award Runway Lighting)

ELMS012:DTGB2390:ELMR090
 11/17/17 13:44:05
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 04

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 1
 LETTING DATE 11/17/2017
 LETTING ITEM NBR 001A
 CONTRACT NBR PN010

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
TAZEWELL /179	PEKIN MUNICIPAL	317SBGP133/139-C15 /457/8	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR101515	HIGH INTENSITY AIRPORT BEACON	1.000	EACH	12,058.0000	12,058.00
AR103410	BEACON TOWER	1.000	EACH	25,589.0000	25,589.00
AR103900	REMOVE BEACON TOWER	1.000	EACH	2,777.0000	2,777.00
AR108086	1/C #6 XLP-USE	5,540.000	L.F.	1.3400	7,423.60
AR108108	1/C #8 5 KV UG CABLE	2,400.000	L.F.	1.2400	2,976.00
AR108158	1/C #8 5 KV UG CABLE IN UD	13,800.000	L.F.	3.7500	51,750.00
AR108258	2/C #8 5 KV UG CABLE IN UD	1,100.000	L.F.	5.0000	5,500.00
AR108756	1/C #6 GROUND	12,326.000	L.F.	1.2700	15,654.02
AR109100	CONSTRUCT ELECTRICAL VAULT	1.000	L.S.	96,820.0000	96,820.00
AR109200	INSTALL ELECTRICAL EQUIPMENT	1.000	L.S.	73,859.0000	73,859.00
AR109901	REMOVE ELECTRICAL VAULT	1.000	L.S.	12,767.0000	12,767.00
AR110012	2" DIRECTIONAL BORE	270.000	L.F.	20.0000	5,400.00
AR110013	3" DIRECTIONAL BORE	870.000	L.F.	15.3800	13,380.60
AR110202	2" PVC DUCT, DIRECT BURY	180.000	L.F.	5.0000	900.00
AR110503	3-WAY CONCRETE ENCASED DUCT	663.000	L.F.	83.0000	55,029.00
AR110504	4-WAY CONCRETE ENCASED DUCT	356.000	L.F.	98.8900	35,204.84
AR115610	ELECTRICAL HANDHOLE	13.000	EACH	2,120.0000	27,560.00
AR115710	ELECTRICAL MANHOLE	3.000	EACH	3,343.0000	10,029.00
AR125410	MITL-STAKE MOUNTED	19.000	EACH	874.0000	16,606.00
AR125415	MITL-BASE MOUNTED	8.000	EACH	1,172.0000	9,376.00
AR125441	TAXI GUIDANCE SIGN, 1 CHARACTER	1.000	EACH	4,194.0000	4,194.00
AR125444	TAXI GUIDANCE SIGN, 4 CHARACTER	2.000	EACH	4,700.0000	9,400.00
AR125445	TAXI GUIDANCE SIGN, 5 CHARACTER	1.000	EACH	5,479.0000	5,479.00

Attachment: 01A_PN010 Award Concurrence Letter (1283 : Concurrence to Award Runway Lighting)

ELMS012:DTGB2390:ELMR090
 11/17/17 13:44:05
 LETTING TYPE: AERONAUTICS
 RESPONSIBLE DISTRICT: 04

ILLINOIS DEPARTMENT OF TRANSPORTATION
 CONTRACT SCHEDULE OF AWARDED PRICES

PAGE 2
 LETTING DATE 11/17/2017
 LETTING ITEM NBR 001A
 CONTRACT NBR PN010

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)
TAZEWELL /179	PEKIN MUNICIPAL	317SBGP133/139-C15 /457/8	

PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR125446	TAXI GUIDANCE SIGN, 6 CHARACTER	1.000	EACH	5,790.0000	5,790.00
AR125505	MIRL, STAKE MOUNTED	38.000	EACH	638.0000	24,244.00
AR125510	MIRL, BASE MOUNTED	13.000	EACH	1,123.0000	14,599.00
AR125540	MI THRESHOLD LIGHT STAKE MTD	12.000	EACH	732.0000	8,784.00
AR125545	MI THRESHOLD LIGHT BASE MTD	4.000	EACH	1,101.0000	4,404.00
AR125565	SPLICE CAN	1.000	EACH	838.0000	838.00
AR125610	REILS	2.000	PAIR	15,084.0000	30,168.00
AR125615	PAPI (L-880 SYSTEM)	1.000	EACH	22,595.0000	22,595.00
AR150510	ENGINEER'S FIELD OFFICE	1.000	L.S.	19,000.0000	19,000.00
AR150520	MOBILIZATION	1.000	L.S.	23,000.0000	23,000.00
AR800476	REMOVE AIRFIELD LIGHTING	1.000	L.S.	9,976.0000	9,976.00
AS107812	L-807 WC-12' INTERNALLY LIT	1.000	EACH	7,630.0000	7,630.00
CONTRACT TOTAL AWARD					670,760.06

*** END OF REPORT ***

Attachment: 01A_PN010 Award Concurrence Letter (1283 : Concurrence to Award Runway Lighting)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 5, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Hanson Agreement for C15-4758 Runway Lighting

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: To approve the agreement with Hanson Professional Services Inc. for construction engineering associated with the Pekin Municipal Airport Electrical Project C15-4578 in the amount not to exceed \$123,028.00

DESCRIPTION: This agreement with Hanson Professional Services is for the construction engineering on the Pekin Municipal Airport's Electrical Project C15-4758 as presented in the previous agenda items. Hanson will provide the construction observation, documentation and material testing services as specified in the agreement to fulfill the requirements of the Illinois Department of Transportation (IDOT) Division of Aeronautics. This will assist the City in meeting the requirements of the intergovernmental agreement for the funding of this project. Hanson has assisted the City with the last several Airport Improvement Program projects and are qualified by the State to perform the work.

The funding of this agreement is incorporated in the States programed amount for this project requiring the City to pay only 5% of the cost. Therefore the overall agreement with Hanson is to not exceed \$123,028 with the City final share for construction engineering being \$6,151.40. The IDOT Division of Aeronautics have already reviewed and approve the estimated cost associated with this agreement.

It is recommended to approve this agreement.

FINANCIAL IMPACT: \$123,028 with the State reimbursing the City 95% of the cost.

NEIGHBORHOOD CONCERNS: none

IMPACT IF APPROVED: Hanson will provide the construction engineering services required for this project as outlined in the intergovernmental agreement with IDOT.

IMPACT IF DENIED: Hanson will not provide the construction engineering services required for this project and an alternate firm will need to be sought.

ALTERNATIVES: Seek qualifications from another qualified firm to perform the engineering construction services.

RELATED TO EFFICIENCY STUDY:

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

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

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**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 2017
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
in Tazewell County, state of Illinois; and the project shall be identified as the
Illinois Project No. C15-4578 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 Airfield Electrical Vault, Replace Beacon Unit and Tower, Relocate Regulator; Replace
Remaining Airfield Lighting, Signage and Navigational Aids**

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. Provide construction observation services as stated herein.
2. Project will include:
 - Removal and replacement of the airfield electrical vault,
 - Removal and replacement of the beacon and beacon tower,
 - Removal and replacement of remaining airfield lighting and signage not recently replaced,
 - Removal and replacement of the east visual approach aid,
 - Installation of ancillary duct, cabling and electrical equipment.
3. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.

Specifically excludes:

1. Any professional services not explicitly identified herein.

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 \$ N/A
(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 \$ N/A
total amount not to exceed \$ N/A
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 \$ 14,862.78
total amount not to exceed \$ 123,028.00
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 \$ N/A
total amount not to exceed \$ 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 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 an Assistant 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:

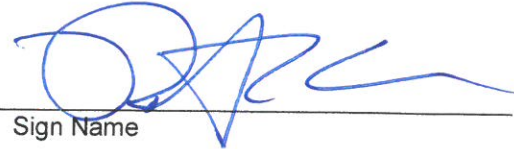
1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf 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.

11/27/17
Date


Sign Name

Robert A. Waller
Print Name

Assistant 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#DBE> Directory. 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)

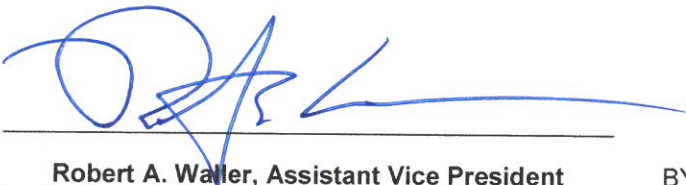
The undersigned, being a duly authorized officer and the duly elected Secretary of

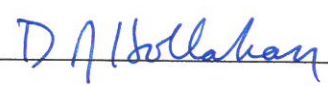
Hanson Professional Services Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, 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.

27th day of NOVEMBER, AD, 2017.

Hanson Professional Services Inc.

Corporation

BY 
Robert A. Waller, Assistant Vice President
 Printed Name & Title

BY 
Dennis J. Hollahan, 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)

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

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 subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The 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 _____, 2017.
(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)

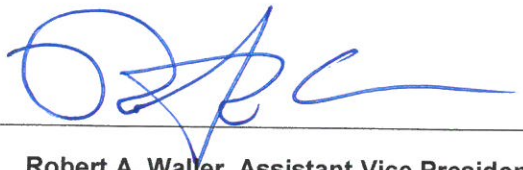
Hanson Professional Services Inc.

(Consultant Name)

37-0844717

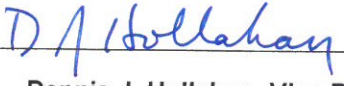
(Federal Employee's Identification Number)

BY


Robert A. Waller, Assistant Vice President

Printed Name & Title

BY


Dennis J. Hollahan, 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>	_____	(ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead¹</u>	_____	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment⁵</u>	_____	
5. <u>Outside Services</u>	_____	
	Lump Sum	
Total Amount Not to Exceed	NA	(Rounded Down)

Estimated cost of total professional design phase services from TIP: \$ N/A

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		66.11	
Senior Project Engineer**		52.10	
Senior Project Architect			
Project Engineer		47.85	
Project Architect			
Senior Electrical Engineer**		60.18	
Senior Architect			
Engineer		36.44	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		38.21	
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical		27.18	
Total	- (hours)	- (average)	- (total direct salary costs) (ATTACHMENT A)

* Classifications may be adjusted as per Consultant's work force. Rates dated February 1, 2017, 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>	_____	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment</u> ⁵	_____	
5. <u>Outside Services</u>	_____	
	Cost Plus Fixed Payment	
	Total Amount Not to Exceed	N/A (Rounded Down)
OR		
	Lump Sum	
	Total Amount Not to Exceed	N/A
Estimated Construction Cost: \$ _____ N/A (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**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager		66.11	
Senior Project Engineer**		52.10	
Senior Project Architect			
Project Engineer		47.85	
Project Architect			
Senior Electrical Engineer**		60.18	
Senior Architect			
Engineer		36.44	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		38.21	
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical		27.18	
Total	- (hours)	- (average)	- (total direct salary costs) (ATTACHMENT B)

* Classifications may be adjusted as per Consultant's work force. Rates dated February 1, 2017, 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>37,200.70</u>	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>62,474.85</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>3,780.00</u>	
Meals/Per Diem ^{2,3}	<u>1,764.00</u>	
Transportation ²	<u>2,826.41</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>0.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment</u> ⁵	<u>14,862.78</u>	
5. <u>Outside Services</u>	<u>120.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>123,028.00</u>	(Rounded Down)

Estimated Number of Calendar Days: 94

Estimated Days of On-Site Resident Engineer Services: 70

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

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager	24	66.11	1,586.64
Senior Project Engineer**		52.10	
Senior Project Architect			
Project Engineer	90	47.85	4,306.50
Resident Engineer			
Senior Electrical Engineer**	84	60.18	5,055.12
Senior Architect			
Engineer		36.44	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	684	38.21	26,116.54
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	5	27.18	135.90
Total	887 (hours)	41.96 (average)	37,200.70 (total direct salary costs) (ATTACHMENT C)

* Classifications may be adjusted as per Consultant's work force. Rates dated February 1, 2017, 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>	_____ (ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging ^{2,3}	_____
Meals/Per Diem ^{2,3}	_____
Transportation ²	_____
Materials & Supplies	_____
Printing	_____
CADD time ⁴	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> ⁵	_____
5. <u>Outside Services</u>	_____
OR	
Cost Plus Fixed Payment Total Amount Not to Exceed	N/A (Rounded Down)
Lump Sum Total Amount Not to Exceed	N/A

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

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager		66.11	
Senior Project Engineer**		52.10	
Senior Project Architect			
Project Engineer		47.85	
Project Architect			
Senior Electrical Engineer**		60.18	
Senior Architect			
Engineer		36.44	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		38.21	
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical		27.18	
Total	- (hours)	- (average)	- (total direct salary costs) (ATTACHMENT D)

* Classifications may be adjusted as per Consultant's work force. Rates dated February 1, 2017, 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
 _____ Charged
 _____ Remaining

DBE Onsite? (yes or no)
 Own forces used? (yes or no)
 Own equipment used? (yes or no)

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

Hanson Professional Services Inc.
 1525 South Sixth Street
 Springfield, IL 62703
 Phone: (217) 788-2450
 Fax: (217) 788-2503

Invoice No: _____
 Project No: _____
 Invoice Date: _____
 Partial: _____
 Final: _____

Project Title: _____			
Phase: _____			
Agreement Date: _____	IL Project No.: _____		
Amendment Date: _____	Airport _____		
AIP Project No.: _____	County _____		
Program Letter Date: _____			
FOR PROFESSIONAL SERVICES RENDERED FROM: _____ - _____			
Contract Maximum Amount: _____			
	PREVIOUS BALANCE	CURRENT BILLING	PROJECT TO DATE BILLING
Direct Salaries	_____	_____	_____
Overhead Burden	_____	_____	_____
Total Direct Salaries & Overhead	_____	_____	_____
Premium Labor Cost	_____	_____	_____
Total Direct Labor	_____	_____	_____
Percent Complete	#N/A	#N/A	#N/A
Fixed Fee	_____	_____	_____
Direct Costs of Services by Others	_____	_____	_____
Direct Expenses	_____	_____	_____
Total Amount Invoiced	_____	_____	_____
Less: Amount Previously Invoiced	_____	_____	_____
Amount Due This Invoice	_____	_____	_____

I CERTIFY THIS BILLING IS CORRECT TO THE BEST OF MY KNOWLEDGE.	
(Name/Date) _____	
APPROVED BY IDA ENGINEERING: _____	

Project Summary					
Previous	Current	Project to Date	Remaining	Payments	Outstanding

ATTACHMENT H

Hanson Professional Services Inc.
 1525 South Sixth Street
 Springfield, IL 62703
 Phone: (217) 788-2450
 Fax: (217) 788-2503

Invoice No: _____
 Project No: _____
 Invoice Date: _____
 Partial: _____
 Final: _____

Project Title: _____
 Phase: _____
 Agreement Date: _____
 Amendment Date: _____
 AIP Project No.: _____
 Program Letter Date: _____

IL Project No.: _____
 Airport: _____
 County: _____

FOR PROFESSIONAL SERVICES RENDERED FROM: _____ - _____

PROJECT TO
DATE BILLING

Lump Sum Fee (or Maximum Payable per Engineering Agreement) _____

Percent of Work Complete #N/A

Fees Earned to Date _____

#N/A

Less: Amount Previously Billed _____

#N/A

Amount Due This Invoice _____

#N/A

I CERTIFY THIS BILLING IS CORRECT
TO THE BEST OF MY KNOWLEDGE.

(Name/Date)

APPROVED BY IDA ENGINEERING: _____

Project Summary					
Previous	Current	Project to Date	Remaining	Payments	Outstanding

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

Airport: _____

Illinois Project No. _____

Federal Project No. _____

Invoice No. _____

Date: _____

ENGINEERING COSTS BREAKDOWN

[illegible]

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: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

ATTACHMENT L (Optional)**SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS**

	% of Direct Productive Payroll
Federal Insurance Contributions Act (FICA)	12.48
State and Federal Unemployment Compensation	0.87
Worker's Compensation Insurance	0.53
Paid Holidays, Vacation, Sick Leave, and Jury Duty	20.76
Severance Pay	0.04
Incentive Compensation	7.07
Stock Purchase Discount	0.34
Pension and Retirement Benefits	10.56
Employee Group Insurance	21.99
Total Payroll Burden and Fringe Benefit Costs	74.64

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: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

ATTACHMENT M (Required)**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

	% of Direct Productive Payroll
Indirect salaries	53.57
Occupancy expenses – rent, utilities, and maintenance	11.28
Business insurance	2.49
Depreciation – furniture, fixtures, and building	2.61
Reproduction and printing costs	0.02
Office supplies and postage	1.44
Telephone	1.02
Computer Expenses	10.88
Legal and Accounting Services	0.67
Employees travel expenses	0.93
Services and consultant fees	1.33
Training and educational non-salary expenses (professional development)	1.99
Fees, licenses, dues, publications (technical and professional)	1.42
Equipment rental	0.39
Taxes except Federal Income Tax	1.43
Facilities capital cost of money	0.50
Recruiting and relocating expense	0.73
Other Indirect Expenses	0.60
General and Administrative Overhead Expenses	93.30
TOTAL OVERHEAD (Sum of Attachment L + Attachment M Values)	167.94

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

**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**

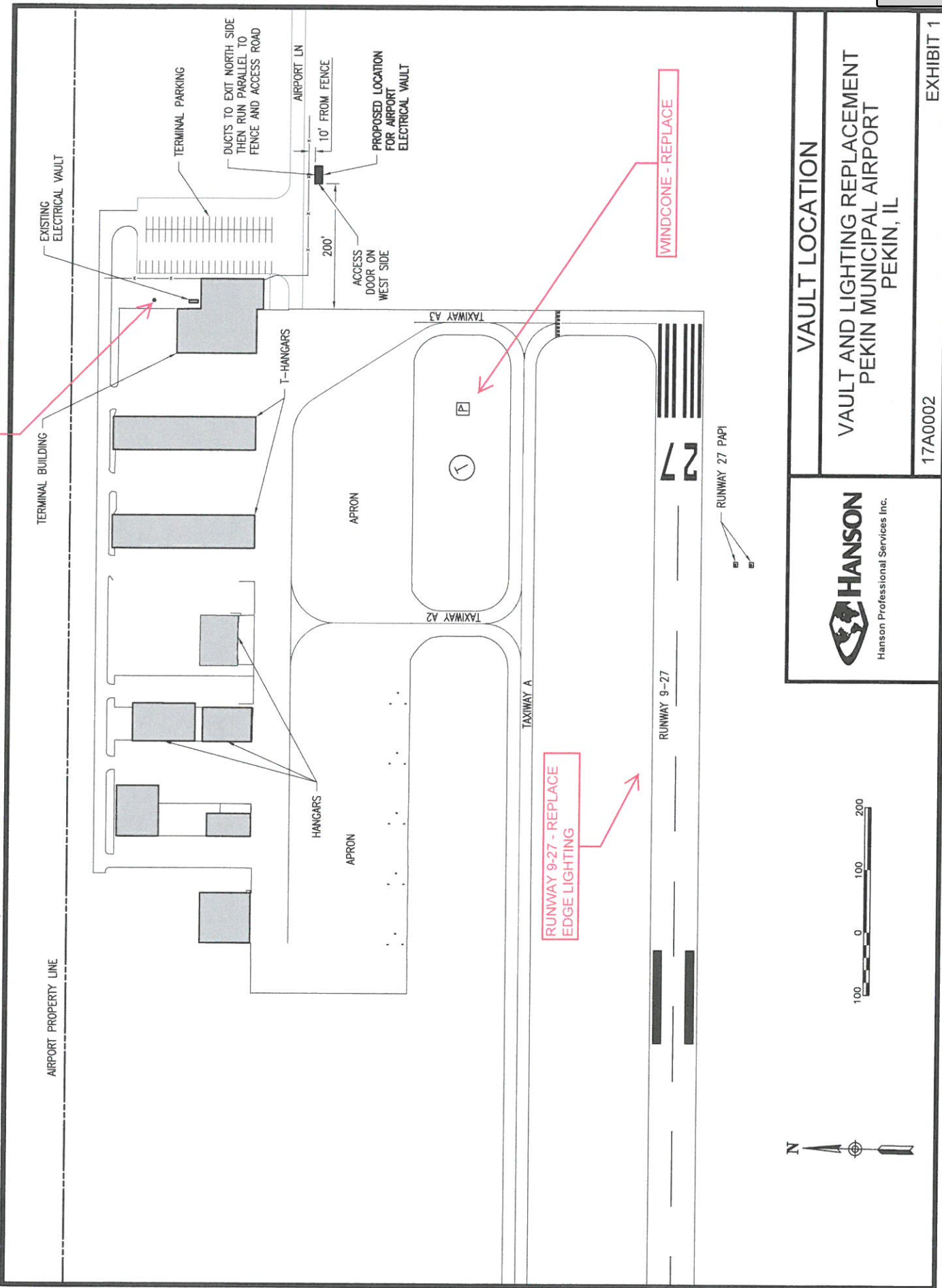
Print Name _____
 Title _____
 Signature _____
 Date _____

Print Name _____
 Title _____
 Signature _____
 Date _____

ATTACHMENT P
PROJECT SKETCH
(SEE NEXT PAGE)

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

APR 11, 2017 7:14 PM HARRI01115
I:\17J055\17A0002\17A0002D\CAD\AIRPORT\SHEET\EXHIBITS\VAULT SKETCH\C15-EXH-1-VAULT.DWG



 Hanson Professional Services Inc.	VAULT LOCATION	
	VAULT AND LIGHTING REPLACEMENT PEKIN MUNICIPAL AIRPORT PEKIN, IL	
17A0002	EXHIBIT 1	

ATTACHMENT Q

PROJECT LETTING SCHEDULE

ILLINOIS DEPARTMENT OF TRANSPORTATION
DIVISION OF AERONAUTICS
2018 LETTING SCHEDULE WITH ASSOCIATED REGRESSIVE DATES

22 Week Project Development Timeline (154 Calendar Days)				IDOT Letting Date	Anticipated Award Date	Anticipated Start to Work Date
START (0%)	35%	80%	100%			
Pre-design Meeting Target Date	Engineering Report to IDA for Comments	*Sealable Plans and Specifications to IDA for Comments	Approved and Sealed Final Plans and Specifications to IDA			
18-Nov-2016	13-Jan-2017	24-Mar-2017	21-Apr-2017	16-Jun-2017	11-Aug-2017	25-Aug-2017
06-Jan-2017	03-Mar-2017	12-May-2017	09-Jun-2017	04-Aug-2017	29-Sep-2017	13-Oct-2017
24-Feb-2017	21-Apr-2017	30-Jun-2017	28-Jul-2017	22-Sep-2017	17-Nov-2017	01-May-2018
21-Apr-2017	16-Jun-2017	25-Aug-2017	22-Sep-2017	17-Nov-2017	12-Jan-2018	01-May-2018
23-Jun-2017	18-Aug-2017	27-Oct-2017	24-Nov-2017	19-Jan-2018	16-Mar-2018	01-May-2018
11-Aug-2017	06-Oct-2017	15-Dec-2017	12-Jan-2018	09-Mar-2018	04-May-2018	18-May-2018
29-Sep-2017	24-Nov-2017	02-Feb-2018	02-Mar-2018	27-Apr-2018	22-Jun-2018	06-Jul-2018
17-Nov-2017	12-Jan-2018	23-Mar-2018	20-Apr-2018	15-Jun-2018	10-Aug-2018	24-Aug-2018
05-Jan-2018	02-Mar-2018	11-May-2018	08-Jun-2018	03-Aug-2018	28-Sep-2018	12-Oct-2018
23-Feb-2018	20-Apr-2018	29-Jun-2018	27-Jul-2018	21-Sep-2018	16-Nov-2018	01-May-2019

*Requirements of the 80% milestone submittal shall include a complete set of Contract Documents, as outlined in the A/E agreement, designed and reviewed for adherence to Federal Aviation Administration (FAA) and Illinois Division of Aeronautics (IDA) concepts and standards by a licensed Illinois Professional Engineer. Submittals shall include but not limited to the following documents: Construction Plans, Special Provisions and Construction Safety Phasing Plan with a detailed Estimate of Costs, Contract Time, and DBE Participation Goal along with any applicable Modifications of Standards and Certification requirements required by the FAA Review Matrix Guide per memorandum dated 08/02/2016.

Revised 11/30/16

2018 Letting Schedule.xlsx

ATTACHMENT R
OP&P PROGRAM LETTER
(SEE NEXT PAGE)

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)



Illinois Department of Transportation

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

June 17, 2016

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

Mr. Stambaugh,

For Fiscal Year 2017, 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) 2017 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 2017 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. 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 projects included in the program were selected from the many projects that were submitted as the result of the fall 2015 Transportation Improvement Program (TIP) meetings. Federal, state and local priorities weighed heavily in the selection process.

The Illinois Department of Transportation, Office of Planning and Programming has programmed the following project to be included in the FFY 2017 Proposed Airport Improvement Program for your airport.

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

Mr. Clayton Stambaugh
 June 17, 2016
 Page Two

The project **"Replace airfield electrical vault, replace beacon unit and tower; Relocate Regulator; Replace remaining airfield lighting, signage and navigational aids"** will be funded as follows:

Non-Primary Entitlement Funds	\$148,500
FFY-2017 State Apportionment Funds	\$951,795
State Match	\$61,127
<u>Local Match</u>	<u>\$61,128</u>
Total Cost	\$1,222,550

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

To ensure that professional services effort is eligible for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project(s) prior to any professional services costs being incurred. This should take place as soon as possible, but definitely prior to the project initiation/pre-design meeting. The Office of Intermodal Project Implementation (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 Office of Intermodal Project Implementation (Aeronautics), either directly or through your consultant, to schedule a project initiation meeting. Where construction projects are programmed, you should contact the Office of Intermodal Project Implementation (Aeronautics) design engineer for your airport to initiate a pre-design meeting.

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

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

Mr. Clayton Stambaugh
June 17, 2016
Page Three

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

Sincerely,

A handwritten signature in cursive script that reads "Bruce Carmitchel".

Bruce Carmitchel
Bureau Chief of Planning

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

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

January 3, 2017

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

James Messmore
HANSON PROFESSIONAL SERVICES INC.
815 Commerce Drive
Suite 200
Oak Brook, IL 60523

Dear James Messmore,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2015. Your firm's total annual transportation fee capacity will be \$94,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 167.94% are approved on a provisional basis. The rate used in agreement negotiations may be verified 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, 2016. 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,
Maureen M. Addis
Acting Bureau Chief
Bureau of Design & Environment

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

(SEE NEXT PAGE)

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

STATE OF ILLINOIS
DIVISION OF AERONAUTICS
ENGINEERING

Prepared K Lightfoot-9/11/2017
Revised

AIRPORT: C15-Pekin
HANSON PROJECT: 17A0002D
IL PROJECT: C15-4578
SBG PROJECT: 3-17-SBGP-133/139
CALENDAR DAYS: 98
LETTING DATE: 11/17/2017

100 Percent Submittal

BASE BID

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

This project consists of removing the existing Electrical Vault and construction of a new Electrical Vault, removing and replacing the runway lighting, removal of one existing PAPI system and furnishing and installing one L-880 PAPI system on Runway 27, removing the existing L-801A beacon and tower and furnishing and installing an L-802A beacon with new tilt-down tower, furnishing and installing REILS on Runway Ends 9 and 27, and the associated cabling, duct work, handholes, manholes, and vault work.

ITEM NO.	PORT BE	DESCRIPTION	GRP	QUANTITY	UNIT	PRICE	COST	DBE
AR101515		HIGH INTENSITY AIRPORT BEACON	014	1	Each	15,000.00	15,000.00	
AR103410		BEACON TOWER	014	1	Each	40,000.00	40,000.00	
AR103900		REMOVE BEACON TOWER	014	1	Each	7,500.00	7,500.00	
AR108086		1/C #6 XLP-USE	014	5,540	L.F.	3.00	16,620.00	
AR108108		1/C #8 5KV UG CABLE	014	2,400	L.F.	2.50	6,000.00	
AR108158		1/C #8 5KV UG CABLE IN UD	014	13,800	L.F.	5.50	75,900.00	
AR108258		2/C #8 5KV UG CABLE IN UD	014	1,100	L.F.	7.50	8,250.00	
AR108756		1/C #6 GROUND	014	12,326	L.F.	2.50	30,815.00	
AR109100		CONSTRUCT ELECTRICAL VAULT	014	1	L.S.	125,000.00	125,000.00	
AR109200		INSTALL ELECTRICAL EQUIPMENT	014	1	L.S.	135,000.00	135,000.00	
AR109901		REMOVE ELECTRICAL VAULT	014	1	L.S.	5,000.00	5,000.00	
AR110012		2" DIRECTIONAL BORE	014	270	L.F.	30.00	8,100.00	
AR110013		3" DIRECTIONAL BORE	014	870	L.F.	35.00	30,450.00	
AR110202		2" PVC DUCT, DIRECT BURY	014	180	L.F.	10.00	1,800.00	
AR110503		3-WAY CONCRETE ENCASED DUCT	014	663	L.F.	75.00	49,725.00	
AR110504		4-WAY CONCRETE ENCASED DUCT	014	356	L.F.	85.00	30,260.00	
AR115610		ELECTRICAL HANDHOLE	014	13	Each	5,000.00	65,000.00	
AR115710		ELECTRICAL MANHOLE	014	3	Each	7,500.00	22,500.00	
AR125410		MITL-STAKE MOUNTED	014	19	Each	650.00	12,350.00	
AR125415		MITL-BASE MOUNTED	014	8	Each	1,150.00	9,200.00	
AR125441		TAXI GUIDANCE SIGN, 1 CHARACTER	014	1	Each	4,500.00	4,500.00	
AR125444		TAXI GUIDANCE SIGN, 4 CHARACTER	014	2	Each	5,250.00	10,500.00	
AR125445		TAXI GUIDANCE SIGN, 5 CHARACTER	014	1	Each	5,750.00	5,750.00	
AR125446		TAXI GUIDANCE SIGN, 6 CHARACTER	014	1	Each	6,000.00	6,000.00	
AR125505		MIRL, STAKE MOUNTED	014	38	Each	800.00	30,400.00	
AR125510		MIRL, BASE MOUNTED	014	13	Each	1,300.00	16,900.00	
AR125540		MI THRESHOLD LIGHT STAKE MTD	014	12	Each	800.00	9,600.00	
AR125545		MI THRESHOLD LIGHT BASE MTD	014	4	Each	1,300.00	5,200.00	
AR125565		SPLICE CAN	014	1	Each	1,000.00	1,000.00	
AR125610		REILS	014	2	PAIR	25,000.00	50,000.00	
AR125615		PAPI (L-880 SYSTEM)	014	1	Each	35,000.00	35,000.00	
AR150510		ENGINEER'S FIELD OFFICE	099	1	L.S.	15,000.00	15,000.00	
AR150520		MOBILIZATION	099	1	L.S.	35,000.00	35,000.00	
AR800476		REMOVE AIRFIELD LIGHTING	014	1	L.S.	30,000.00	30,000.00	
							-	

Estimate of Design Fees:	83,467.00
Estimate of Const. Observation Fees:	123,000.00
Estimate of Special Services Fees:	6,673.00
Estimate of Electric Utility Fees:	5,000.00
Estimate of FAA Flight Check Fees:	13,700.00
Estimate of Contingency: (0%)	-

Sheet 1 Total =	949,320.00	-
Fees =	218,140.00	
Contingency =	-	
DBE % =	0.00%	
Total =	1,181,160.00	

Base Bid Total 1,181,160.00

9/11/2017

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

ATTACHMENT U
RETAINER AGREEMENT
(SEE NEXT PAGE)

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)

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 or 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. Barra

PRINTED NAME: Laurie L. Barra

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.)

Attachment: Hanson C15-4578 const. agrmt. (1287 : Hanson Agreement for C15-4758 Runway Lighting)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 5, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Agreement with IDOT-IDA for C15-4578 Runway Light

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: To Approve the Inter-Government Agreement with the Illinois Department of Transportation, Aeronautics for the Pekin Municipal Airport Project C15-4578

DESCRIPTION: This is the agency agreement for the local participation for the Airport Improvement Program for the Airport Electrical Project C15-4578 as outlined in the previous motion. The agreement with the State is for the funding of the project and outlines the requirements to receive the federal and state participation in this project. The City is responsible for a 5% share of total cost of the project including engineering and construction. The City's share is \$46,322.00 (\$33,538 for construction and \$12,784 for engineering) of the estimated \$929,796.00 total project cost. This project was accounted for and the funds were included in the Airport's budget.

In comparison, participation for Federal and State funded roadway projects typically range 10 - 30% and typically do not include the cost for engineering. This participation level is relatively small and makes for an affordable infrastructure improvement to the airport for electrical infrastructure that has met its useful light.

I recommend that the agreement be approved.

FINANCIAL IMPACT: \$46,322 of the Airport Funds

NEIGHBORHOOD CONCERNS: Brightness of the lights associated with the project.

IMPACT IF APPROVED: The project will be awarded and work will begin in the Spring/Summer of 2018. A check will be issued to the State for the City's share.

IMPACT IF DENIED: The project will not be awarded and work will not begin.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY:

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

theme.]	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date: Finance Department (Certification of Availability of Funds): Date: City Manager: Date:	



Illinois Department of Transportation

Division of Aeronautics

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

November 29, 2017

Mr. Todd Dugan
 Airport Manager
 Pekin Municipal Airport
 13906 Airport Lane
 Pekin, Illinois 61544

Re: Project documents for Execution

Letting Date: November 12, 2017

Illinois Project: C15-4578

Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

Contract Number: PN010

Project Description: Electrical - Replace airfield electrical vault, beacon unit and tower; Relocate Regulator; Replace remaining airfield lighting, signage and navigational aids

Dear Mr. Dugan:

Please find documents attached regarding the above mentioned project for execution by the City of Pekin. Due to the Grants Accountability and Transparency Act, Aeronautics has had to do some significant adjustments to the Agreement. Please read the new Agreement in its entirety.

There are two documents attached:

- C15-4578 IGA complete.pdf
 On Page 3 of the Agreement, you will find the signature page. Please sign, date and print your name in the areas provided.
- C15-4578 Sponsor Certifications complete.pdf
 Please fill out all Sponsor Certifications, sign and date.

Once the City has executed the Agreement and completed all of the associated Sponsor Certification documents, please return one completed original to Aeronautics. After execution by the State, a fully executed electronic copy will be sent to you for your files.

Attachment: C15 4578 trans ltr & local share req (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

November 29, 2017
Page 2

At this time, we are also requesting payment of the local share. As shown on Page 26, Exhibit C of the Agreement and depicted on the Project Status Report, the City's share of the above mentioned project is: \$46,322.00. Please note that the local share must be received prior to making the project active.

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

"To be deposited in the Airport Fund Account,
C15-4578, 3-17-SBGP-120, 133 & 139, PN010."

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

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

Sincerely,



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

Attachments (2)

ADM/rsb

Attachment: C15 4578 trans ltr & local share req (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Illinois Project: C15-4578
 Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION, AERONAUTICS
 AND
 CITY OF PEKIN

The Illinois Department of Transportation (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
Pekin City Hall, 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. Grantee is doing business as a (check one):

- | | |
|--|---|
| ☐ Individual | ☐ Pharmacy-Non Corporate |
| ☐ 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 | ☐ P = partnership |
| ☐ Estate or Trust | ☐ C = corporation |
| ☐ Pharmacy-Non Corporate | |

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a
 W-9 tax form with this Agreement.

Illinois Project: C15-4578

Illinois State Block Grant(s): 3-17-SBG-120, 133 & 139

1.2 Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$929,440.00, of which \$836,796.00, 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, 3-17-SBG-133 & 3-17-SBG-139, the Federal awarding agency is Federal Aviation Administration, and the Federal Award date is 7/19/15, 8/30/16 & 7/14/17. 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 the execution date and shall expire five years from the execution date 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.

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Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Illinois Project: C15-4578

Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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

☐ Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation, Aeronautics City of Pekin

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

By: _____
 Signature of Phillip C. Kaufmann
 Acting Chief Legal Counsel
 Date: _____

By: _____
 Signature of Erin Aleman, 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: _____

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

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

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

ARTICLE II REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is 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; (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.

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

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 that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days 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 G**. 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, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

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 G** 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 Awards, 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 Ill. 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 or inquiry.

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 G. 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 Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) 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 within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than \$300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

15.3 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.

15.4 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; NON-COMPLIANCE

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) calendar 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

(iv) 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 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5 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.

16.6 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 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 **Error! Reference source not found.** shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL 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 significantly 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 or changes significantly affecting its overall structure 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. This 0 does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1 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 this Paragraph, 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). 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.

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 G, 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.

Illinois Project: C15-4578
Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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. Unless prohibited by law, 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Illinois Project: C15-4578
 Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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 to; 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.

Electrical - Replace airfield electrical vault, beacon unit and tower; Relocate Regulator; Replace remaining airfield lighting, signage and navigational aids

C15-4578
3-17-SBGP-120, 133 & 139

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Illinois Project: C15-4578
Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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.

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Illinois Project: C15-4578
 Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

EXHIBIT C

PAYMENT

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. Per 1.4 "Term", the incurring of allowable costs is authorized from the date of the Department's Airport Improvement Program Letter, attached hereto and incorporated by reference as Exhibit C-1 and shall expire five years after the date of the letter in Exhibit C-1.

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 \$929,440.00.

A.	90.00%	Federal	<u>\$836,796.00</u>
B.	5.00%	State	<u>\$46,322.00</u>
C.	5.00%	Local (Grantee)	<u>\$46,322.00</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

Illinois Project: C15-4578
Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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.

GRANTOR CONTACT

Name: Rhonda Baskett

Title: Special Programs Manager

Address: #1 Langhorne Bond Drive, Springfield, Illinois 62707

Phone: (217) 785-4255

TTY#:

Fax#: (217) 785-4533

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

GRANTEE CONTACT

Name: Mr. Todd Dugan

Title: Airport Manager

Address: 13906 Airport Lane, Pekin, Illinois 61554

Phone: 309-348-3692

TTY#:

Fax#: 309-348-3693

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

Additional Information:

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

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.

Illinois Project: C15-4578
Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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.

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Illinois Project: C15-4578

Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

EXHIBIT G**SPECIFIC CONDITIONS**

Not Applicable

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

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:

Delete the one that DOESN'T APPLY:

Renewal This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

OR

Renewal This Agreement may not be renewed.

[Here is where the Grantor lists its specific requirements]

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 C15-4578, State Block Grant Number(s) 3-17-SBGP-120, 133 & 139, and 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.)

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6**Error! Reference source not found.**, 12.4, 13.3(a), 14.1, 14.3, 19.1 and 24.1 for information that may be required in this PART TWO.]

Illinois Project: C15-4578
 Illinois State Block Grant(s): 3-17-SBGP-120, 133 & 139

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:

The Project Description is included in Exhibit A.

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 Grantor 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 Grantor. It is the responsibility of the Grantor 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. The Annual Certification For Single Audit Compliance forms are herewith attached as Attachment A.

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 14.1, 14.3, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

Attachment 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 ☐ NoAmount of Federal funds: \$836,796.00Federal Grant Number(s): 3-17-SBGP-120, 133 & 139Grant(s) Award Date: 7/19/15, 8/30/16, 7/14/17Illinois Project Number: C15-4578Project Description: Electrical - Replace airfield electrical vault, beacon unit and tower;
Relocate Regulator; Replace remaining airfield lighting, signage and
navigational aidsCFDA 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.

Attachment A**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 not 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.

Attachment A

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.

Attachment A**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: C15-4578-0000 Program Year: 2017

Project Status Report**Exhibit 1**

As of 29 Nov 2017 09:59

Page 1

Federal Num: 3-17-SBG-133 N, 3-17-SBG-139 N, 3-17-SBG-120 A

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Electrical - Replace airfield electrical vault, beacon unit and tower; Relocate Regulator; Replace remaining airfield lighting, signage and navigational aids

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 - Oberlander Electric As-bid (11/17/17 Letting)	670,760.06	603,684.06	33,538.00	33,538.00	0.00	670,760.06
2	Eng. Design - Costs Incurred - Pekin City of* HPS CPFF Design	83,467.00	75,120.30	4,173.35	4,173.35	0.00	83,467.00
3	Eng. Construction - Costs Incurred - Pekin City of* HPS CPFF Inspection	123,028.00	110,725.20	6,151.40	6,151.40	0.00	123,028.00
4	Special Services-Costs Incurred - Pekin City of* HPS CPFF SS - Cat Ex & Redline ALP	6,673.00	6,005.70	333.65	333.65	0.00	6,673.00
5	Sponsor Reimb - Pekin City of* Utilities	5,000.00	4,500.00	250.00	250.00	0.00	5,000.00
6	Sponsor Reimb - Pekin City of* FAA Flight Check	13,700.00	12,330.00	685.00	685.00	0.00	13,700.00
7	Administrative - Treas, St of IL IDA 2% Administrative Fee	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
8	Inter-fund transfer OUT - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
9	Inter-fund transfer IN - Treas, St of IL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ELIGIBLE COSTS		905,628.06	815,365.26	45,131.40	45,131.40	0.00	905,628.06
Reserves (+) / shortfalls (-)		23,811.94	21,430.74	1,190.60	1,190.60	0.00	23,811.94
TOTAL APPROVED FUNDING		929,440.00	836,796.00	46,322.00	46,322.00	0.00	929,440.00

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

State Num: C15-4578-0000 Program Year: 2017

Project Status Report**Exhibit 1**

As of 29 Nov 2017 09:59

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Federal Num: 3-17-SBG-133 N, 3-17-SBG-139 N, 3-17-SBG-120 A

Airport: PEKIN MUNICIPAL AIRPORT

Fed Status: Pending

State Status: Pending

Description: Electrical - Replace airfield electrical vault, beacon unit and tower; Relocate Regulator; Replace remaining airfield lighting, signage and navigational aids

Funding Summary

<u>Amend Num</u>	<u>Description</u>	<u>Total</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>
	Agency agreement	929,440.00	836,796.00	46,322.00	46,322.00
TOTAL APPROVED FUNDING		929,440.00	836,796.00	46,322.00	46,322.00



Illinois Department of Transportation

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

June 17, 2016

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

Mr. Stambaugh,

For Fiscal Year 2017, 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) 2017 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 2017 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. 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 projects included in the program were selected from the many projects that were submitted as the result of the fall 2015 Transportation Improvement Program (TIP) meetings. Federal, state and local priorities weighed heavily in the selection process.

The Illinois Department of Transportation, Office of Planning and Programming has programmed the following project to be included in the FFY 2017 Proposed Airport Improvement Program for your airport.

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

Mr. Clayton Stambaugh
 June 17, 2016
 Page Two

The project **“Replace airfield electrical vault, replace beacon unit and tower; Relocate Regulator; Replace remaining airfield lighting, signage and navigational aids”** will be funded as follows:

Non-Primary Entitlement Funds	\$148,500
FFY-2017 State Apportionment Funds	\$951,795
State Match	\$61,127
<u>Local Match</u>	<u>\$61,128</u>
Total Cost	\$1,222,550

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

To ensure that professional services effort is eligible for state and federal funding participation, you are required to enter into a professional services agreement with the consultant of record selected for the programmed project(s) prior to any professional services costs being incurred. This should take place as soon as possible, but definitely prior to the project initiation/pre-design meeting. The Office of Intermodal Project Implementation (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 Office of Intermodal Project Implementation (Aeronautics), either directly or through your consultant, to schedule a project initiation meeting. Where construction projects are programmed, you should contact the Office of Intermodal Project Implementation (Aeronautics) design engineer for your airport to initiate a pre-design meeting.

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

Mr. Clayton Stambaugh
June 17, 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 that reads "Bruce Carmitchel". The signature is written in a cursive style with a large, looping 'B' and a trailing flourish.

Bruce Carmitchel
Bureau Chief of Planning

Attachment: C15 4578 IGA complete (1285 : Agreement with IDOT-IDA for C15-4578 Runway Light)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: December 7, 2017****From: Sue McMillan, City Clerk****AGENDA ITEM:** Contract for Fire Protection and Emergency Services**AGENDA DATE REQUESTED:** December 11, 2017**ACTION REQUESTED:** Approve Contract May 1, 2018 – April 30, 2038**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**CONTRACT FOR FIRE PROTECTION
AND EMERGENCY SERVICES**

This contract is made between **BRUSH HILL FIRE PROTECTION DISTRICT** of Tazewell County, Illinois, a Municipal Corporation, organized and existing under and in accordance with the provisions of an Act of the General Assembly of the State of Illinois, entitled "AN ACT IN RELATION TO FIRE PROTECTION DISTRICTS" approved July 8, 1927, and all acts amendatory thereto (hereinafter referred to as "District"), and the **CITY OF PEKIN**, a Municipal Corporation in Tazewell County, Illinois (hereinafter referred to as "City"); WITNESSETH:

WHEREAS, the City is in need of alternate sources of revenue; and

WHEREAS, the District has an obligation to provide fire protection services for property within its boundaries, but does not have adequate manpower or equipment to do so; and

WHEREAS, the City possesses manpower, equipment and expertise to provide fire protection and emergency services for the District; and

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract between themselves to obtain or share services and may use their revenues and other resources to pay costs related with intergovernmental activities; and

WHEREAS, Chapter 70, Act 705, Sections 11(a) and 22(d), respectively, of the Illinois Compiled Statutes provide that a fire protection district may contract with the City for (1) the protection of property, and (2) the provision and operation of emergency ambulance service within the District; and

WHEREAS, it has been determined by the corporate authorities of the District and the City that this agreement is in the best interest of each of the signatory municipalities.

IT IS, THEREFORE, AGREED that the City shall provide fire protection and emergency services for the District under the following terms and conditions:

1. **TERM.** This contract shall commence on the 1st day of May, 2018, and continue in effect for a period of twenty (20) years thereafter, expiring at midnight on the 30th day of April, 2038.

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2. **PROVISIONS OF SERVICES.** During the term of this contract the City shall provide the District with the following services:

(a) **Fire Protection Services.** The City shall provide fire protection services whenever notified of a fire in the District. However, said services shall be provided on an if equipment and manpower are available basis. The District realizes that it is the primary responsibility of the City to provide fire protection services for the residents of the City. If a fire or emergency should occur in the City, which in the opinion of the City would require or necessitate the resources (equipment and manpower) then being utilized in the District, the City shall have the right to cease providing fire fighting or protection services in the District, even to the extent of pulling off its resources (equipment and manpower) from an existing fire in the District. The City may satisfy its obligation to provide fire protection services for areas in the District which are not served by fire hydrants or mutual aid agreements by contracting with other municipalities and other fire protection districts. Under no circumstances shall the City be under any obligation, now or in the future, to increase or modify its resources (manpower or equipment) beyond that which the City feels is needed for fire protection within the City limits of the City so as to provide appropriate services for the District.

(b) **Emergency Services.** The City shall provide emergency services, including, but not limited to, ambulance, if any, rescue services, first responder emergency medical services, and response to boating or water-related accidents or injuries in the same manner as provided to residents of the City. The City and the District agree that the residents of the District shall pay to the City for any emergency services and/or rescue service charges at the same rate or fee that is charged by the City to the residents of the City of Pekin. If a fire or emergency should occur in the City, which in the opinion of the City would require or necessitate the resources (equipment and manpower) then being utilized in the District, the City shall have the right to cease providing emergency services in the District, even to the

-3-

extent of pulling off its resources (equipment and manpower) from an existing emergency in the District. Under no circumstances shall the City be under any obligation, now or in the future, to increase or modify its resources (manpower and equipment), beyond that which the City feels is needed for emergency services within the City limits of the City, so as to provide appropriate services for the District.

(c) **Simultaneous Incidents.** In the event the City's fire protection or emergency service equipment is required to fight a fire or respond to an emergency within the City limits at the same time a fire or emergency occurs in the District, the City shall not be required to respond to the fire or emergency in the District until the fire or emergency in the City has been brought under control. In addition, if the City has responded to a fire or emergency in the District, and its equipment or service is subsequently needed for a fire or emergency within the City limits at the same time as a fire or emergency existing in the District, the City shall not be required to maintain or continue service to the District until the fire or emergency in the City is under control.

3. **PAYMENT.** Beginning with the first year of this Agreement, the District shall pay annually to the City for the purchase of the aforesaid fire protection and emergency services all of the taxes levied and assessed in said District for fire protection, less a reasonable sum each year, not to exceed \$6,000.00, for expenses incurred in connection with the administration of the District, and the District agrees to levy and extend each year of this Contract its maximum fire protection tax rate for corporate purposes (currently set at .40%), plus an additional sum under its authority to levy for audit, ambulance service or such other purposes as is granted to the District under the laws of the State of Illinois to produce a rate of taxation equal to .20% of all taxable property within the District as equalized by the Illinois Department of Revenue. The payments to the City will be made by the District beginning on February 1, 2019, and continuing on the 1st day of each February thereafter until this Agreement terminates. The District also agrees to furnish to the City Clerk each year during the term of this Agreement a copy of its annual report of receipts and disbursements for its

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previous fiscal year, together with a copy of the District's proposed budget and appropriation ordinance for the coming year prior to their approval and adoption by the District.

4. **MAXIMUM FIRE PROTECTION RATE.** The maximum fire protection tax rate for corporate purposes which the District is required to levy and extend under the provisions of Paragraph 3 above, is understood and agreed to mean the maximum allowable tax rate authorized to be levied by the District under the provisions of Section 14 of the Fire Protection District Act (70 ILCS 705/14). If in the future Section 14 of said Act is amended or superseded by another statutory provision authorizing the District to levy a tax for general corporate purposes at a rate in excess of its presently authorized .40% rate, without the necessity of the District first having to obtain the approval for such additional tax authority by means of a referendum, then the District shall be required to levy and extend the new maximum corporate tax rate authorized by statute. If the District elects not to or fails to levy and extend at such newly authorized maximum general corporate tax rate, either party hereto may terminate this Agreement upon ninety (90) days written notice to the other party. Notwithstanding the foregoing, the District shall be under no obligation under this Agreement to levy and extend at a corporate rate in excess of .40%, if any future statutory provision authorizing the District to levy and extend a tax for general corporate purposes in excess of .40% requires such authority be first approved through a referendum.

5. **INSURANCE.** The City will maintain at all times during the term of this contract, insurance covering liability for injuries and property damages arising in any way from the provision of fire protection and emergency services at least in amounts provided on the date of the execution of this contract. Alternatively, the City will maintain adequate reserves as self-insurance in amounts not less than currently allocated as reserves for self-insurance, covering liability for injuries or property damages arising in any way from the provision of fire protection and emergency services. The City will have no liability for its failure to respond to a fire or other emergency or from its withdrawal from a fire or other emergency because of needs or perceived needs within the City.

6. **OBLIGATIONS OF DISTRICT.** In order to facilitate effective fire protection

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services by the City, the District agrees to:

- (a) notify the City of any fire within the District of which the Board of Trustees becomes aware which results in a dollar loss;
- (b) notify the City of any fire incident of which the Board of Trustees becomes aware which appears to the Trustees to be of a suspicious nature;
- (c) coordinate with residents and property owners in the District to set up proper procedures to notify the City of any fires to which the City should respond;
- (d) provide the City with an updated map of the District and to provide a revised map any time the boundaries of the District change.
- (e) install, maintain and repair through the cooperation of Illinois-American Water Company, or its successor, and Groveland Water District, or its successor, all fire hydrants and other equipment which may be necessary in order to supply and furnish to the District in areas where water mains are located adequate fire protection, and all charges, fees and expenses in connection with the installation, service and maintenance of said fire hydrants and other equipment shall be paid for by the District.

7. **DISCRETION.** The Fire Chief or any Fire Department Officer who is in command shall have the sole discretion to decide what equipment shall be deployed to the District and when said equipment and manpower shall be withdrawn from the District and the City shall assume no liability for those decisions as they shall be totally discretionary with the City.

8. **SEVERABILITY CLAUSE.** If any provision of this agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this agreement which can remain in effect without the invalid provision.

9. **GOVERNING LAW.** This agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

10. **RIGHT TO TERMINATE BY CITY.** The City hereby reserves the right to terminate this Agreement upon ninety (90) days written notice to the District at any time after the

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District has failed to levy and pay to the City the amounts required to be levied and extended under the provisions of Paragraph 3 of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be duly executed and attached hereto are copies of the enabling ordinances or resolutions authorizing the execution of this agreement, this _____ day of _____, 2017.

CITY OF PEKIN, a Municipal
Corporation,

By _____
Its Mayor

ATTEST:

Its City Clerk

BRUSH HILL FIRE PROTECTION DISTRICT,

By _____
Its President

ATTEST:

Its Secretary

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

From: Kurt Nelson, Fire Chief

Agenda Item: Approve new 20 year contract for fire protection and emergency services between the City of Pekin and Brush Hill Fire Protection District.

Agenda Date Requested: December 11,, 2017

ACTION REQUESTED: Approval of a 20 year contract between the City of Pekin Fire Department and the Brush Hill Fire Protection District for fire protection as well as Emergency Services.

DESCRIPTION: Approval of the new contract to continue to provide fire and emergency services to the Brush Hill Fire Protection Services as has been provided for the past several years.

HISTORY: The City of Pekin Fire Department has been providing fire and Emergency Service to the Brush Hill Fire Protection District

Financial impact to the City: After discussion and review of the call load as well as the costs associated it has been determined that the City of Pekin and Pekin Fire Department believe that it is in the best interest of the City to approve this contract. Revenues provided for service from the Brush Hill FPD adequately reimburse for the services provided at this time and into the foreseeable future.

NEIBORHOOD CONCERNS: None

IMPACT IF APPROVED: Continuance of timely and professional fire and emergency service will continue to the neighbors contiguous to the City of Pekin to the East in the area within the Brush Hill Fire Protection District.

IMPACT IF DENIED: The area contiguous to the City of Pekin will no longer receive Fire Protection and Emergency Service from the City of Pekin Fire Department. This is expected to cause a longer response to those areas as another department would have to be summoned, which can adversely affect not only the persons within the Brush Hill Fire Protection District, but also the Citizens and properties of the City of Pekin adjacent to this District. In addition funds would no longer be collected for service, but service may still be required due to mutual Aid agreements.

Falls under A SAFE COMMUNITY

Fire Chief Kurt Nelson



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: December 7, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Edelson PC Retention Agreement Opioid Matter

AGENDA DATE REQUESTED: December 11, 2017

ACTION REQUESTED: Approve the agreement for firm to represent the City in class action litigation of claims against opioid manufacturers and distributors.

DESCRIPTION: Selection of firm to represent the City of Pekin with respect to the investigation and pursuit of claims against opioid manufacturers and distributors.

FINANCIAL IMPACT: 22%, 26% 30% based on resolution of recovery, settlement, and/or judgement in opioid matter.

NEIGHBORHOOD CONCERNS: None.

IMPACT IF APPROVED: Potential in fighting opioid epidemic and reducing deaths.

IMPACT IF DENIED: Pekin not represented in potential recoverable moneys.

ALTERNATIVES: None.

RELATED TO EFFICIENCY STUDY:

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

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

	residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

Edelson PC

350 North LaSalle Street, 13th Floor, Chicago, Illinois 60654
 t 312.589.6370 | f 312.589.6378 | www.edelson.com

December 5, 2017

VIA ELECTRONIC MAIL

Anthony J. Carson Jr.
 City Manager
 CITY OF PEKIN
 111 S. Capitol St.
 Pekin, Illinois 61554

Re: Retention Agreement

Dear Mr. Carson:

On behalf of Edelson PC (“EPC”), we would like to thank you for selecting our firm to represent the City of Pekin (the “City”) with respect to the investigation of, and potential pursuit of claims against, opioid manufacturers, distributors, and other related parties (the “Opioid Matter”). This letter details the scope of EPC’s representation of the City, as well as the method of compensation for such representation. By signing this retention agreement, you will have retained the law firm of Edelson PC as well as such attorneys as may work with us to represent you in the aforementioned matter.

1. Client; Scope of Representation

EPC will represent the City in its investigation into, and the potential litigation of, the Opioid Matter. The representation shall also include, as needed, providing advice to the City, City Counsel and other City governmental entities with respect to such investigation and litigation.

2. Opinions

Any beliefs or opinions that we express about the City’s claims, various courses of action, or anticipated results are only our best professional estimates. They are necessarily limited by our knowledge of the relevant facts at the time the opinions are expressed and the law then in effect. Nothing in EPC’s engagement with the City should be construed as a promise or guarantee of any particular outcome.

3. Compensation

If we do file suit on behalf of the City, we will represent you on a contingent basis. The City shall have no obligation to pay EPC attorneys’ fees or expenses unless the City achieves a recovery, settlement, and/or judgment in the Opioid Matter. In the event that EPC achieves a recovery on behalf of or for the benefit of the City, the City agrees that Edelson PC will be entitled to recover attorneys’ fees according to the following schedule:

- 22% of the net recovery if the matter is resolved pre-complaint.

Edelson PC

- 26% of the net recovery if the matter is resolved after the complaint is filed but before summary judgment briefing is completed in the City's lawsuit or in any related consolidated proceeding (*e.g.*, federal MDL).
- 30% of the net recovery if the matter is resolved after summary judgment briefing is completed in this suit or in any related consolidated proceeding (*e.g.*, federal MDL).

These calculations shall apply if we achieve a recovery, settlement, and/or judgment in any form of proceeding (*e.g.*, in an arbitration). You also agree to reimbursement of all expenses, but again, only in the event that the City achieves a recovery, settlement, and/or judgment in the Opioid Matter.¹

4. Staffing

Although EPC reserves the right to staff all matters as we see fit, we intend to assign at least the following attorneys to this matter: Jay Edelson, Ben Richman, Rafey Balabanian, and Ari Scharg. You understand that we may determine to associate with other attorneys to more efficiently and effectively represent you in this matter and that we may share a percentage of any attorneys' fees awarded and/or costs and expenses reimbursed with such attorneys. Prior to doing so, we will inform the City of the same.

5. Confidentiality and Evidence Preservation

Should litigation in this matter ensue, the City understands that it may have to produce evidence to support its claims. We understand that the City may object to the opposing party's unchecked access to its information. We will vigorously oppose the production of any irrelevant information and seek protective orders that limit any defendant's access to any evidence that contains confidential information (including attorney-client communications). All information, documents, records, reports, data or other materials furnished by the City to EPC or other such information, documents, records, data or other materials to which EPC has access during its performance pursuant to this retention agreement are deemed confidential and shall remain the property of the City. EPC shall not make oral or written disclosure of such documents or materials, other than as necessary for its performance under this retention agreement, without the prior written approval of the City.

Please be reminded that in order to protect the confidentiality of both the City's communications with us and our advice to the City under the attorney-client privilege, it is

¹ The costs shall include, without limitation: client expenses, travel costs, court costs, fees and expenses of consulting and testifying experts, court reporters, videographers, deposition and transcription costs, external document reproduction, coding and organization services, meeting expenses, travel expenses of experts, investigative services, jury consultants, costs of photography, exhibits, and graphic design or other media used to present or illuminate evidence or argument. EPC will seek the City's prior approval for any costs that exceed five thousand US dollars (\$5,000). Finally, we do not charge clients for in-house copying, long distance telephone calls, or in-service Westlaw/LEXIS charges.

important that the City not divulge sensitive information to anyone who is not within the protection of the privilege.

Please also understand that the City has an obligation to preserve evidence, including electronic evidence such as its electronic communications with third parties. The City must preserve evidence that common sense would dictate is relevant to the claims and defenses in question. We should communicate prior to the City destroying or disposing of any evidence that might be relevant to the matter. The City should also suspend any routine document destruction policies that it has in place and refrain from implementing new document destruction policies while the matter is ongoing.

6. Term of Engagement

EPC will endeavor to represent the City promptly and efficiently, and we anticipate a mutually satisfactory relationship. The City, however, has the right to terminate EPC's services upon written notice at any time. EPC also has the right to terminate its services upon written notice, if it discovers that the City has misrepresented or failed to disclose material facts to us, if it fails to cooperate with a reasonable request, or in the event EPC determines, in its sole discretion, that continuing services on behalf of the City would create a conflict of interest or be illegal, unethical, impractical, improper or otherwise inappropriate. Following such termination, any otherwise non-public information the City has supplied to EPC that is retained by us will be kept confidential in accordance with applicable rules of professional responsibility or returned to the City the parties hereto may agree.

7. Conflict

EPC has conducted a conflicts check, and has determined that there exist no actual or potential conflicts related to its representation of the City in this matter. While EPC may represent other governmental entities (which could include municipalities, counties, and states) and private parties (which could include unions and self-insured companies) in opioid related litigation, EPC believes it unlikely that any conflicts will emerge. In the unlikely event that any actual or potential conflicts do later emerge, EPC will, at its own cost, bring in independent attorneys to represent each parties' interests.

8. Binding Nature of Agreement; Choice of Law; Lien and Termination

This retention agreement is meant to bind and benefit the heirs and successors of each of the parties to this agreement.

This retention agreement shall be construed in accordance with the laws of the state of Illinois, without regard to rules governing conflicts of law.

The City hereby grants EPC a lien on any claims, causes of action, or recovery that it obtains, whether through settlement, judgment or otherwise, relating to the Opioid Matter. In the event that either party terminates this retainer agreement, EPC will be entitled to enforce the lien against any net recovery ultimately obtained by the City related to the Opioid Matter,

Edelson PC

according to the following schedule:

- A lien on 10% of the net recovery vests upon execution of this agreement.
- An additional 5% vests upon the filing of the complaint.
- An additional 5% vests upon the completion of pleadings motions in this suit or in any related consolidated proceeding.
- An additional 5% percent vests upon the completion of summary judgment briefing in this suit or in any related consolidated proceeding.

If you have any questions about the terms of this retention agreement, please do not hesitate to contact me. On behalf of EPC, we look forward to working with you on this matter.

Sincerely,

EDELSON PC

Ari J. Scharg

Agreed to by:

City of Pekin

By (signature): _____

Name (printed): _____

Its (title): _____

Dated: _____

OPIOID EPIDEMIC

Prescription opioids—such as Oxycodone (OxyContin®) and Hydrocodone (Vicodin®)—are devastating the nation. An American dies from an opioid overdose every sixteen minutes. And prescription opioid overdose deaths in America now outnumber firearm homicides.

In an effort to clamp down on the epidemic, hundreds of lawsuits nationwide have been filed against the opioid manufacturers and distributors, alleging that these companies have deceived physicians and consumers about the dangers of prescription opioids and allowed millions of pills to enter the black market.

Edelson PC is a nationally recognized leader in Plaintiffs' class and mass action litigation helping lead the charge to protect our communities from this devastating epidemic. Edelson has been endorsed by the Illinois Coalition of Local Governments to advise their members on the opioid litigation and also represents labor unions, including the Philadelphia Federation of Teachers Health and Welfare Fund, in litigation against opioid manufacturers and distributors.

LITIGATION LANDSCAPE

- Though government-led opioid-related litigation dates back more than a decade, **more than 100 cases have been filed in state and federal court this year.** All but one of these cases have been brought on behalf of governmental entities (*i.e.*, states, counties, municipalities, and tribal entities). The cities that have filed include:

• Chapmanville, WV	• Gilbert, AZ	• Parma, OH
• Chicago, IL	• Huntington, WV	• Portsmouth, NH
• Cincinnati, OH	• Kermit, WV	• Seattle, WA
• Dayton, OH	• Lorain, OH	• Tacoma, OH
• Everett, WA	• Louisville, KY	• Waterbury, CT
- In the federal courts, a petition to consolidate 66 cases in an MDL was filed before the Judicial Panel on Multidistrict Litigation on September 25, 2017. *See In re National Prescription Opiate Litigation*, MDL No. 2804.
- Broadly speaking, **the cases allege that manufacturers are responsible for grossly excessive opioid prescription rates and that distributors are responsible for enormous amounts of diversion in the supply chain.**
- Over 1,000 cases are expected to be brought by municipalities throughout the country. If a municipality does not have a case on file, there is no guarantee they will be able to participate in a future settlement, if any.

LESSONS LEARNED FROM TOBACCO LITIGATION

- In the landmark 1998 Master Settlement Agreement, State governments and the Tobacco industry reached a \$206,000,000,000 settlement to be paid out over 25 years.
- Only States participated in the 1998 Master Settlement Agreement. As a result, municipalities only received limited benefits, at the discretion of the States.
- Governmental entities are experiencing far greater and more varied financial impacts than the Tobacco health crisis.

AT A GLANCE

Up to

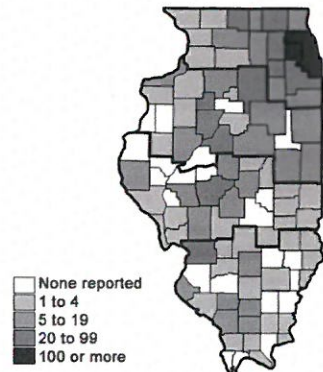
36,000,000

people abuse opioids worldwide, according to the National Institute on Drug Abuse

The annual estimated economic burden of prescription opioid abuse according to The National Center for Injury Prevention and Control

\$78,400,000,000

Number of Opioid Overdose Deaths By Illinois County (2016)



16,000

People die every year from prescription opioid overdoses

ANATOMY OF THE CASES

In addition to the pain caused to individuals and families affected by the epidemic, communities across the United States have shouldered real costs in trying to combat the opioid epidemic. The annual estimated burden of opioid abuse in the United States totals over \$78.4 billion. Collectively, the annual revenue of these pharmaceutical companies is over \$600 billion.

In 2017, more than 100 cases have been filed by a variety of state and local governmental entities. The following are the common defendants, opioids, claims, and damages:

THE DEFENDANTS

- Purdue Pharma L.P.
- Teva Pharmaceuticals
- Janssen Pharmaceuticals, Inc.
- Endo Health Solutions
- Allergan PLC
- Mallinckrodt PLC
- McKesson
- Cardinal Health Inc.
- AmerisourceBergen

THE OPIOIDS

- OxyContin
- Vicodin
- Dilaudid
- Butrans
- Hysingla ER
- Targiniq ER
- Actiq
- Fentora
- And more.

THE CLAIMS

- Public Nuisance
- Negligence
- RICO
- Violations of Medicaid False Claims Act
- Violations of State Medicaid Integrity Laws
- Violations of State Consumer Protection Laws
- Unjust Enrichment
- Fraud
- And others.

THE DAMAGES

- Lost Productivity **\$42 billion**
 - Government employee absenteeism
 - Employee Assistance Programs
 - Job placement and unemployment dropout prevention
- Increased Health Insurance Costs **\$26.1 billion**
 - Prescription opioids for government employees
 - Medical costs associated with treating addiction, including clinics
 - Treatments for children of opioid addicts
 - Administrative burden for processing opioid-related claims
- Increased Criminal Justice Costs **\$7.6 billion**
 - Increase in policing opioid-related crimes
 - Opioid-related crimes clogging court dockets and operation of drug court
 - Increased police and fire calls for opioid overdoses
 - Drug testing and probation
 - First responder training, including on overdose reversal drugs
 - Overcrowding in jails
 - Substance abuse treatment for prisoners
- Increased Substance Abuse Treatment and Other Social Programs **\$2.8 billion**
 - Homeless programs
 - Foster care
 - Opioid education programs
- Miscellaneous
 - Reduced property and sales tax revenues
 - Child welfare services
 - Blight abatement