



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, SEPTEMBER 25, 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 - Sep 11, 2017 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Police Department August 2017 Monthly Stats ACTION REQUESTED: Receive and File Police Department August 2017 Monthly Stats
6.2.	Enjoy Pekin Tourism Minutes August 8, 2017
7.	Communications, Petitions, Reports
7.1.	American Junior Golf Association Presentation Regarding Proposed 2018 Pekin Tournament
8.	New Business
8.1.	American Junior Golf Association Sponsorship ACTION REQUESTED: Approve \$7,500 Sponsorship for American Junior Golf Association 2018 Pekin Tournament from Tourism (Hotel/Motel Tax) Fund
8.2.	Intergovernmental Agreement for PSAP Consolidation ACTION REQUESTED: Approve Intergovernmental Agreement between the City of Pekin, City of East Peoria, City of Washington, Village of Morton, Tazewell County, Tazewell County Sheriff and the Tazewell County ETSB as it pertains to the consolidation project mandated by the State of Illinois.

8.3.	Ordinance No. 2771-17/18 Approval and Plat for the Vacation of the Sharon Avenue Right-of-Way ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a petition of Vacation and approve an Ordinance and Plat of Vacation for the Sharon Avenue Right-of-Way.
8.4.	Agreement with Hanson Engineering for Engineering Services to Replace Remaining Airfield Lighting ACTION REQUESTED: Approve design services agreement with Hanson Professional Services for the project to Replace Airfield Electrical Vault, Replace Beacon Unit and Tower, Relocate Regulator; Replace Remaining Airfield Lighting, Signage and Navigational in the amount not to exceed \$90,140
8.5.	Task Order 003 for Engineering Agreement with Midwest Engineering for Street and Sidewalk Maintenance ACTION REQUESTED: To approve Task Order 003 for the Master Service Agreement with Midwest Engineering Associates for Preliminary Engineering for a lump sum of \$14,150.00
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c)
10.1.	Move to Executive Session to discuss 120/2 (c) 1. Personnel
11.	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 SEPTEMBER 11, 2017 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE *MAYOR * PRESIDING

PLEDGE OF ALLEGIANCE

Mayor McCabe called representatives from the Pekin Police Department and the Pekin Fire Department to the front of the Chambers. Mayor McCabe read opening remarks in recognition of the Day of Remembrance of the lives lost September 11th. The Police and Firefighters led the Pledge of Allegiance followed by a moment of silence.

All members of the Council were present for roll call and a quorum declared.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:18 PM
Michael Garrison	Councilman	Present	4:45 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:44 PM
John P Abel	Council Member	Present	4:46 PM
Michael Ritchason	Council Member	Present	5:13 PM
Mark Luft	Council Member	Present	5:20 PM
John McCabe	Mayor	Present	4:43 PM

APPROVAL OF AGENDA

3.1. Motion to: Approve Agenda

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

APPROVAL OF MINUTES

4.1. Motion to: Approve the Minutes

4.2. City Council - Regular Meeting - Aug 28, 2017 5:30 PM

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

PUBLIC INPUT

Ann Witzig questioned New Business item 7.5 if the property was in the Downtown TIF District. She stated she checked the tax bill for the property and there were no taxes to the TIF District being paid by the owner.

Mark Wertz spoke to Council regarding a letter received from the Traffic Safety Committee informing him of the proposed ordinance to restrict parking on Washington Avenue. He did not feel that there was much of a safety issue but it would reduce parking for his clients at his small law office at Washington and Court. It was clarified by the TSC

Minutes Acceptance: Minutes of Sep 11, 2017 5:30 PM (Approval of Minutes)

Chair Kurt Nelson that the ordinance had been removed from the agenda prior to the posting of the final agenda and Council Meeting to refer back to TSC.

John McNish questioned if City Hall location for sidewalk repairs listed in item 7.2 was included in the TIF.

CONSENT AGENDA

Mayor McCabe presented for consideration the Consent Agenda which was approved by Omnibus Vote. He proclaimed September 11, 2017 through September 15, 2017 as Chamber of Commerce Week. He read the accomplishments of the organization and presented the proclamation to Executive Director Bill Fleming. Mr. Fleming was congratulated for another excellent and successful Marigold Weekend in the community.

- 6.1. Building Department Reports - July 2017 & August 2017**
- 6.2. Tazewell County Animal Control Billing - August 2017**
- 6.3. Police Department July 2017 Monthly Stats**
- 6.4. Traffic Safety Committee Meeting Minutes August 2017**
- 6.5. Ordinance No. 1462-A354-17/18 An Ordinance Amending Title 8, Chapter 4, Sections 1.D. of the Traffic Code of the City of Pekin 1995 Regarding No Parking Schedule 600 Block of Market Street**
- 6.6. Ordinance No. 1462-A356-17/18 An Ordinance Amending the Traffic Code of the City of Pekin 1995 Regarding No Parking Schedule Both Sides of Washington St. from Summer St. to S. Capitol St.**
- 6.7. Receive and File Approved Liquor Commission Minutes 08/03/2017 Rescheduled Meeting**
- 6.8. Proclamation Chamber of Commerce Week September 11-15, 2017**
- 6.9. Proclamation International Overdose Awareness Day August 31, 2017**
- 6.10. Motion to: Approve Consent Agenda**

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

NEW BUSINESS

- 7.1. To approval the Highway Authority Agreement with Speedway LLC**
City Engineer Michael Guerra advised the Council that the Highway Authority Agreement (HAA) was necessary to address contaminated soil on City right of way, a result of the former owner of Speedway, now Marathon, gas station at 2102 Broadway Road. He explained Speedway was the operator of one or more leaking underground storage tanks found releasing petroleum contaminants into surrounding soil. The agreement states the City will restrict access to the area unless precautions are performed and arrangements for reimbursement for additional cost. The agreement was a form for mediation for the containment as allowed by the Environmental Protection Agency (EPA). Council Member Orrick questioned if the agreement was binding on anyone else who would purchase the property and was told Speedway would always be responsible until the EPA releases the Corrective Action Plan (CAP).

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

- 7.2. **To award the bid for the 2017 Miscellaneous Sidewalk Improvements**
 City Engineer Michael Guerra addressed the next three business items regarding the bids received for improvements to sidewalks and streets. The 2017 Miscellaneous Sidewalk Improvement Projects was recommended to be awarded to the low bidder Illinois Civil Contractors in the amount of \$124,943.20. Two companies submitted bids with ICCI being 3.5% of estimate. Council was told the project combined several different funding sources for sidewalk repairs into one package in an effort for more competitive pricing with larger scale of work. Locations included City Hall, 5 application locations applied for in the 50/50 program throughout the City, Hecker Court needed after lining project, and others listed for repair. Council Member Luft questioned how long the 50/50 program was in existence. Council was told by Mr. Guerra that the Clerk would be able to confirm the origin of the policy for a 50/50 City/resident cost for sidewalk repair but he was aware that modifications were made in 2009 to include the Prevailing Wage Act in the application. Council Member Luft was also informed that there were pending application on file for next funding. Council Member Orrick asked if the Community Development Block Grant (CDBG) could be used. Administrative Services Director Mark Rothert advised that the Council had recently voted to not fund sidewalks in the Action Plan.

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

- 7.3. **To award the bid for Section 17-00000-01-GM Street Milling and Surfacing**
 Next Mr. Guerra recommended the Street Mill and Surfacing Project be awarded to R.A. Cullinan and Son in the amount of \$998,597.81. He informed the Council that Cullinan was the only contractor of 2 requesting bid packets to submit. The bid was within 0.5% of estimate and valid to award. The scope of the work was discussed with the Council. The project locations consisted of 14th Street from Park to Fisher, Broadway Road from Parkway to Schramm, and Sheridan Road from Parkway to Redwood. Council was also advised the project would be completed by November 17, 2017. Council Member Abel voiced his support of seeing mill and overlay projects back versus the seal chip process.

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

- 7.4. **Award the Bid for Section 17-00000-02-GM Crack Fill**
 The third public works project scope of work was explained to the members by the City Engineer. Mr. Guerra advised that the project was to fill cracks on Parkway Drive from Willow to Court Street included routing the cracks to have a good surface for adhesion and to fill the cracks with hot tar to help preserve

the road's life approximately 4-6 years. Of four bidders for the project, he recommended Complete Asphalt Service Company being the lowest in the amount of \$36,980.00. Discussion followed with the Council in regards to the choice of Parkway Drive. It was noted how necessary it was to keep good streets in good condition. Also discussed was the utilization of the Street Department to perform the work. Mr. Guerra advised that the machinery necessary to perform the work was in funding put cut a few years back. Council Member Orrick suggested the \$30,000 estimate to purchase a tar kettle be explored possibly through the impound fee line item.

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

- 7.5. **Central Business District TIF- Facade Grant Application Pre-Approval**
City Planner Katy Shackelford requested Council consideration of a \$12,500 Facade Grant to pay Monge, Crouch & Mahoney, Inc. the eligible amount under the terms of the program guidelines for improvements to the building. The applicant would pressure wash, refinish, paint and replace exterior and replace roof. After receiving the question during Public Input concerning the property being within the Downtown TIF Business District. A second motion was made by Council Member Orrick that the item be tabled.

- 7.6. Motion to: **Motion to Table 7.5**

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

- 7.7. **Resolution No. 66-17/18 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES WITH THE GREATER PEORIA MASS TRANSIT DISTRICT**
Mark Rothert, Administrative Services Director, briefed the Council on the background to the agreement before them for CitiLink bus services to continue. It was reported the City of Pekin and the Greater Peoria Mass Transit District (GPMTD) entered into service agreements in 2007, 2010 and 2013 to provide public transportation in the city via routes and ADA complimentary paratransit services. In FY17 the transit system provided over 74,000 rides. Mr. Rothert advised that he worked with GPMTD for both their desire and the City's to change the 2013 agreement to more accurately defined costs and responsibilities. The estimated financial impact to the City would be \$200,000 for a term July 1, 2017 through June 30, 2018. The cost was discounted by \$1.5 million dollars through IDOT, Federal and State grants, and fares. The approval of the drafted agreement was contained within the resolution proving authority for the Mayor to enter in the agreement. Council was advised there is a cost analysis in the works to provide service to south 14th Street home and care facilities and there is continued discussions with the Mayor's Advisory for Persons with Disabilities.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

The Public was given the time to address the Council with any other business, comments, concerns.

John McNish commented that the weeds on 14th Street were cut once the Health Department was notified. He supported the cost savings of purchasing equipment for crack sealing and requested the Council get it ordered for the Street Department.

Ann Witzig voiced her opinion that the Council was uncaring in not double checking what comes before them from the staff. She stated it just didn't look good that she pointed out that the facade grant property was not in the TIF District. She told the Council to stop being so corrupt.

Council Member Luft suggested the staff increase awareness of the 50/50 sidewalk replacement program application offered by the City. The Council Member also noted a complaint he had received regarding weeds at 1900 Willow. Council Members generally spoke in appreciation of the volunteers, the success and the people that the Marigold Festival events bring to our community. Mayor McCabe asked Mrs. Witzig to find more appropriate language than using the destructive term for city workers being corrupt.

EXECUTIVE SESSION

- 9.1. Motion to: 5 ILCS 120/2 (c) 6. Sale or Lease of Property and 1. Personnel and 2. Collective Bargaining**

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

ADJOURN

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 14, 2017****From: Lee Wrhel, Police & Fire Secretary****John Dossey, Police Chief****AGENDA ITEM:** Police Department August 2017 Stats**AGENDA DATE REQUESTED:** September 25, 2017**ACTION REQUESTED:** Receive and File Police Department August 2017 Monthly Stats**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR AUGUST 2017**

	JULY 2016	JULY 2017	AUGUST 2017
TRAFFIC TICKETS	521	249	339
WARNING TICKETS	313	191	231
OFFENSES	430	410	485
ARRESTS	278	172	167
PARKING TICKETS	202	130	78
STOPS	700	369	456
IMPOUNDS		28	38

MUNICIPAL ORDINANCE TICKETS

NUMBER OF MUNICIPAL ORDINANCE TICKETS WRITTEN 93
NUMBER OF TICKETS PAID OVER THE COUNTER 34
FINES COLLECTED OVER THE COUNTER \$8,521.00

PARKING TICKETS

PARKING TICKETS WRITTEN 78
PARKING TICKETS PAID OVER THE COUNTER 70
PARKNG FINES COLLECTED \$1,910.00
MCSI PAYMENT

IMPOUNDS

IMPOUNDS 38
IMPOUNDS PAID 33
IMPOUND FINES COLLECTED \$16,500.00

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 14, 2017****From: Paula Gensel, Admin Asst.****AGENDA ITEM:** Enjoy Pekin Tourism Minutes August 8, 2017**AGENDA DATE REQUESTED:** September 25, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**Enjoy Pekin – Tourism Committee Meeting
Tuesday, August 8th, 2017
City Hall – 4:00pm**

MINUTES

Voting Members Present:, Katy Shackelford, Tony Carson, Renna Hadsall and Lelonie Luft

Non-Voting Members Absent: John McCabe, Mayor and Kaci/PACVB

Voting Members Absent: Emily Lambe

- 1.0 Welcome
- 2.0 Approval of July 11th, 2017 Minutes. Motion made by Tony, 2nd by Renna to approve the July 11th, 2017 minutes. All in favor, motion passed.
- 3.0 Hospitality
 - 3.1 Events
 - 3.1.1 Fourth Friday's: These are held all summer on Fridays.
 - 3.1.2 Cabela's King Kat - Sponsorship. This was pitched at the Peoria Area Convention and Visitor's Bureau. Lelonie will forward all her information from the PACVB on this to Katy. Discussion tabled. Tony will contact Organizer Jeremy Coe.
 - 3.1.3 AJGA Tournament – Sponsorship. This will be held in the summer of 2018 for junior golfers to be held at Lick Creek and Pekin Country Club courses. Sponsorship of \$7,500 with a 3 year commitment. This will be a positive event for families. Katy recommends approval of the AJGA Tournament Sponsorship of \$7,500 for the Summer of 2018, take to the 2nd Council meeting in September with Council approval and only a 1 year commitment. Seconded by Renna. All in favor, motion passed.
 - 3.2 Grant Applications:
 - 3.2.1 Wings and Wheels-EAA Chapter 1604 – June 17, 2017: Todd Dugan, Airport Manager was present. Todd informed the Committee that weather was his number one issue with Thunder Storms predicted but did not happen. There were about 10 aircraft that did fly in and several nice cars came out. Turnout was expected to be more, but all in all turned out nice. Lelonie made a motion to approve the grant amount of \$410.00 to Wings and Wheels, seconded by Renna. All in favor, motion passed.
 - 3.2.2 Pekin Lettes Pekin Invitational Tournament – July 15-16th, 2017: Lelonie made a motion to approve the grant in the amount of \$215.00, seconded by Renna. All in favor, motion passed.

- 3.3 PACVB Updates: Started working on Christmas on Court – 1st Friday in December. City Fire and Street Departments put up the Garland and Lights. Downtown Halloween Trick or Treat; Lelonie knows someone taking this over, but basically runs itself. Downtown businesses stay open and usually the Saturday before Halloween.
- 3.4 Pekin Chamber Updates: Very busy getting ready for the Pekin Marigold Festival.

4.0 Infrastructure:

4.1 Beautification Initiatives

- 4.1.1 Derby Street Clean-up: Starting Friday, August 11th weed spraying. The next week then the Yard Crew will go pull the weeds. Next step would be to re-stripe Derby Street. Relocate some flower pots to add to corners. No Official Volunteer clean up date.
- 4.1.2 Paint the Town Red: Katy to do some more research on this.
- 4.1.3 Good Neighbor Recognition: Businesses or buildings, that has had improvements, spruced up their property or stand out get social media recognition once a month.

5.0 Promotion:

- 5.1 Journal and Topics Newspaper (Discussion):
No interest at this time.

6.0 Attraction

- 6.1 EZ ICE out of Yale University: Outdoor Ice Rink (Discussion).
Committee felt this could be passed on to the Pekin Park District.

7.0 Other Business

Todd Dugan, Pekin Airport: Discussing having a Halloween Fly-in event out at the Airport. Set up Booths for area businesses, etc. Looking at Saturday before Halloween. Still in discussions on time and dates. Renna had Marigold posters to hand out. Katy asked about volunteering for the Marigold Festival. Renna will send out a signup sheet. Chamber also has merchandise for sale. Continued Discussion: Guidelines for Enjoy Pekin Tourism Grants and Tourism Sponsorship Guidelines. Will discuss at September meeting.

Katy made a motion to adjourn, seconded by Lelonie. All in favor, motion passed. Adjourned at 4:50pm.

Next meeting – Tuesday, September 12th, 2017 at 4:00, Pekin City Hall

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 18, 2017****From: Katy Shackelford, City Planner****Sue McMillan, City Clerk****AGENDA ITEM:** AJGA Pekin Tournament**AGENDA DATE REQUESTED:** September 25, 2017**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: September 8, 2017

From: Katy Shackelford, City Planner

Angie Evans, Finance/Accounting Contact

AGENDA ITEM: AJGA Sponsorship

AGENDA DATE REQUESTED: September 25, 2017

ACTION REQUESTED: Approve \$7,500 Sponsorship for American Junior Golf Association 2018 Pekin Tournament from Tourism (Hotel/Motel Tax) Fund

DESCRIPTION: American Junior Golf Association has proposed to host a 54-hole stroke play tournament featuring 96 junior golfers, ages 12-19, from around the world in Pekin, IL. The event will include a tournament practice round, Qualifier, Junior-Am, and social activity. The event is scheduled to take place in July 2018 and last 4 days.

FINANCIAL IMPACT: \$7,500 from Tourism Hotel/Motel Fund (208)

NEIGHBORHOOD CONCERNS: Tournament is proposed to be located at Pekin Country Club and/or Lick Creek Golf Course. Congestion on roads, limited parking, and limited access to the courses for recreational play will be expected for the extent of the tournament.

IMPACT IF APPROVED: Tournament has the potential to attract regional and national media attention, draw talented competitors from across the country, provide positive economic impact to the Pekin hospitality community, and promote some of the city's most valuable assets.

IMPACT IF DENIED: Eliminates marketing opportunities included in the \$7,500 sponsorship level and may make it more difficult for Pekin to attract and host the event.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY: NA

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:	



TOURNAMENT PARTNER OPPORTUNITY

BENEFITS

- A Tournament Partner can choose to be the sponsor of one of the following tournament components:
 - Driving range or Putting green
 - Junior-Am Reception
 - Tournament Cookout / Social Activity
 - Other hospitality function
- One 3 x 5 banner displayed at selected tournament component
- Two Junior-Am teams (six spots)
- On-site access to tournament participants, families, coaches and other supporters
- Ability to distribute product or step up a promotional display
- Verbal mentions during the event and an opportunity to speak on-site
- Digital recognition on social media and the tournament microsite with a direct link to the company
 - 728,000 unique users on *ajga.org* per year

INVESTMENT

Partnership opportunities are available for \$7,500.



Developing Golf's
Next Generation



*Developing Golf's
Next Generation*

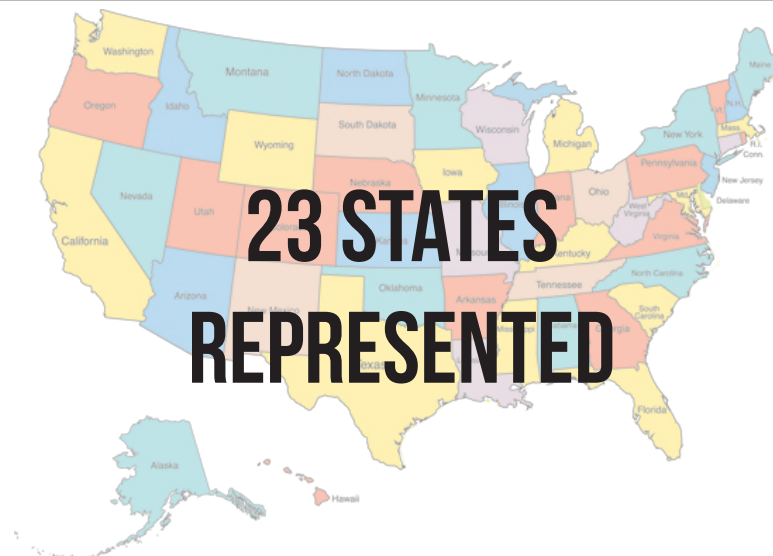


NATURAL RESOURCE PARTNERS BLUEGRASS JUNIOR JUNE 13-16, 2017 FULFILLMENT REPORT

GOLF COURSE



BELLEFONTE COUNTRY CLUB



144-PLAYER FIELD



CHAMPIONS



HAYLIN HARRIS | 69-74-67—210

CADE RUSSELL | 71-64-67—202



JUNE 13-16, 2017

The following is a summary of impressions made for the **Natural Resource Partners Bluegrass Junior**.
(All numbers are estimates.)

**SCHEDULE AND
RESULTS PAGES**

1.4 million
unique page
views

INDIVIDUAL MICROSITE

53,202
unique page
views

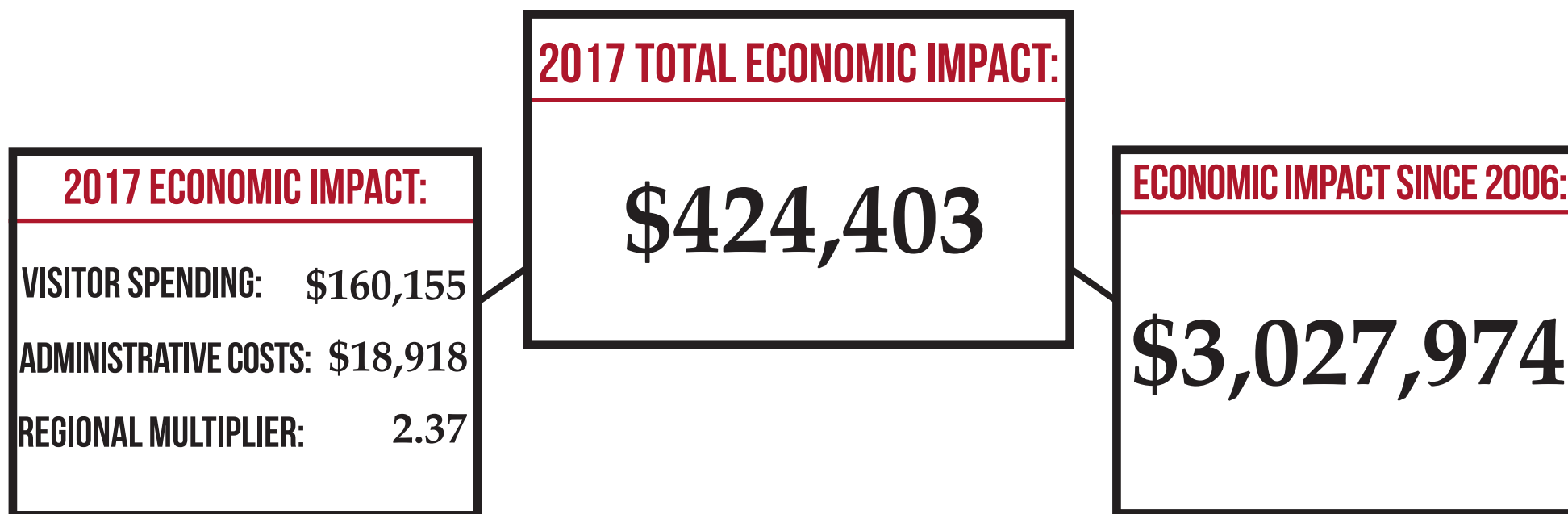
**TAYLORMADE-ADIDAS
GOLF LIVE SCORING**

61,989
unique page
views

{Unique Views: if an individual visits the page more than once, that view only counts as one}

JUNE 13-16, 2017

The **Natural Resource Partners Bluegrass Junior** had an impact on the Ashland, Kentucky, economy. The AJGA bases the following estimates on information received from participants at tournament registration.



{*Regional Multiplier*: estimates how much a one-time or sustained increase in economic activity in a particular region will be supplied by industries within that region}



JUNE 13-16, 2017



19,700
FOLLOWERS

TWEETS USING
#AJGANRP

37

POTENTIAL REACH OF
#AJGANRP

48,964



23,000
LIKES

PHOTO ALBUM
ENGAGEMENTS

6,794

PEOPLE
REACHED

12,321



26,200
FOLLOWERS

AJGA
POST LIKES

3,104

PEOPLE
REACHED

51,232



3,200
FOLLOWERS

STORY COMPLETION
RATE

85%



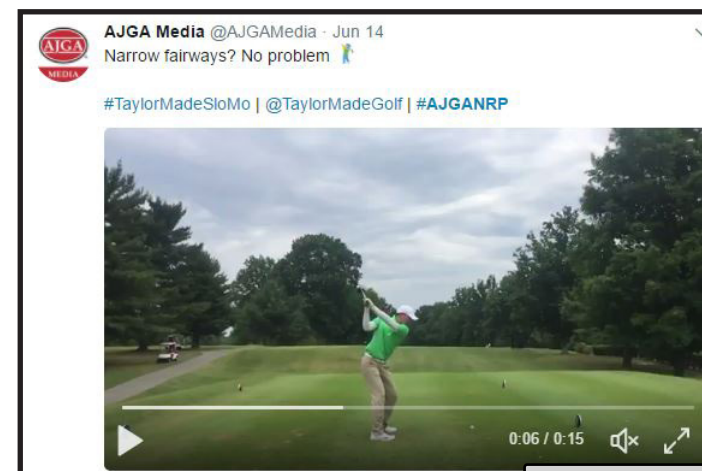
JUNE 13-16, 2017



WHY IS THE NATURAL RESOURCE PARTNERS BLUEGRASS JUNIOR ONE OF THE AJGA'S LONGEST RUNNING EVENTS?

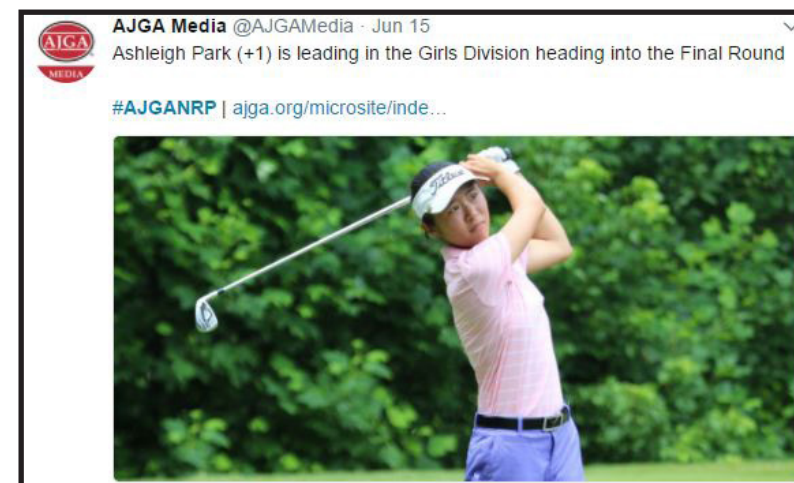


JUNE 13-16, 2017





JUNE 13-16, 2017





JUNE 13-16, 2017





JUNE 13-16, 2017



Attachment: AJGA Example of Tournament Stats (1227 : AJGA Sponsorship)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 19, 2017

From: John Dossey, Police Chief

Elloff & Bosich, City Attorney

Kurt Nelson, Fire Chief

AGENDA ITEM: Intergovernmental Agreement Consolidation

AGENDA DATE REQUESTED: September 25, 2017

ACTION REQUESTED: Approve Intergovernmental Agreement between the City of Pekin, City of East Peoria, City of Washington, Village of Morton, Tazewell County, Tazewell County Sheriff and the Tazewell County ETSB as it pertains to the consolidation project mandated by the State of Illinois.

DESCRIPTION: Intergovernmental agreement between designated municipalities and Tazewell County entities as it pertains to the mandated consolidation of our PSAP's. This agreement allows us to move forward with the consolidation plan, which will create a second 911 call center in the Village of Morton, dissolve our current TPCCC and implement one governing board to oversee operations of the two PSAP's.

FINANCIAL IMPACT: The consolidation will decrease our annual costs for both the fire and police with the proposed consolidation as they apply to our 911 and dispatch services. Some costs up front may apply due to the State mandated requirements.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: We would be in compliance with the State mandate as it pertains to their requirements to consolidate.

IMPACT IF DENIED: Pekin would have to seek 911 and dispatch services that are mandated by the state on their own which would be significantly more costly.

ALTERNATIVES: This is the only alternative at this point based on consolidation requirements.

RELATED TO EFFICIENCY STUDY: No

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:	

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on or as of this _____ day of _____, 2017, by and between the City of Pekin, an Illinois municipal corporation ("Pekin"), the City of East Peoria, an Illinois municipal corporation ("East Peoria"), the City of Washington, an Illinois municipal corporation ("Washington"), and the Village of Morton, an Illinois municipal corporation ("Morton"), all located in Tazewell County, Illinois, (collectively the "Municipalities"), and Tazewell County ("County"), the Tazewell County Sheriff ("Sheriff") (collectively the "Member Agencies") and the Tazewell County Emergency Telephone System Board ("ETSB"), an Illinois governmental body authorized under the Illinois Emergency Telephone System Act, 50 ILCS 750.01.

WHEREAS, Article VII, §10 of the Illinois Constitution authorizes local governmental units to enter into agreements with one another to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the ETSB authorizes the delivery of 9-1-1 calls to Public Safety Answering Points ("PSAPs"); and

WHEREAS, the State of Illinois passed Public Act 99-0006 on June 29, 2015, requiring all counties with populations of less than 250,000 that have a single Emergency Telephone System Board and more than two public safety answering points ("PSAPs"), to reduce the number of PSAPs by at least 50% or to two (2) PSAPs, whichever is greater; and

WHEREAS, Tazewell County has a population of less than 250,000 and a single Emergency Telephone System Board; and

WHEREAS, there are currently four (4) PSAPs in Tazewell County having authority to and providing 9-1-1 telephone call taking and dispatch services to public safety agencies which respond to the public's need for assistance and the maintenance of law and order; and

WHEREAS, Public Act 99-0006 requires that the ETSB complete the consolidation of PSAPs to two (2) prior to July 1, 2017; and

WHEREAS, the Illinois Office of the Statewide 9-1-1 Administrator and the State of Illinois Statewide 9-1-1 Advisory Board have granted the ETSB an extension of time until July 1, 2019 to consolidate to two (2) PSAPs; and

WHEREAS, the Tazewell/Pekin Consolidated Communications Center ("T/P CCC") is a currently existing intergovernmental agency created by the County of Tazewell and the City of Pekin which operates a PSAP located in Pekin, Illinois; and

WHEREAS, the remaining three (3) existing PSAPs, are owned and operated by the City of East Peoria, the Village of Morton, and the City of Washington and are located in East Peoria, Morton and Washington, respectively; and

WHEREAS, the parties hereto have determined that it is in the best interest of each party to this Agreement and the public health, safety and welfare of persons and property within each Municipality and within the County to enter into an agreement to consolidate the number of PSAPs and to establish that two (2) PSAPs shall serve all persons residing within Tazewell County; and

WHEREAS, the parties agree that the two (2) remaining PSAPs would be best served by one organizational structure governing both PSAPs; and

WHEREAS, this Agreement hereby creates an intergovernmental agency known as Tazewell County Consolidated Communications ("TC³"), with one Board of Directors to oversee the operations of the two (2) PSAPs; and

WHEREAS, the parties agree that it is in the public interest that T/P CCC be dissolved pursuant to its intergovernmental agreement such that all assets, duties, titles and obligations of the currently existing not-for-profit corporation known as the Tazewell/Pekin Consolidated Communication Center be transferred to Tazewell County and the City of Pekin; and

WHEREAS, the parties agree that it is in the public interest that this Agreement be executed for the purpose of defining the powers, obligations, and working structure of TC³ in order to fulfill the obligations of the ETSB to provide emergency telephone answering dispatch and related services for the residents of Tazewell County ("System").

NOW, THEREFORE, in consideration of the foregoing recitals and to the extent permitted by law, the Member Agencies agree as follows:

1. FORMATION & MODIFICATIONS.

1.1 T/P CCC. The County and the City of Pekin shall, no later than thirty (30) days after consolidation of the four (4) PSAPs to two (2) PSAPs, cause the not-for profit corporation known as the Tazewell/Pekin Consolidated Communication Center to be dissolved and shall rescind and/or modify the Bylaws, Articles of Incorporation, Joint Public Safety Communications System Agreement executed by the County and City of Pekin, and any other documents as may be necessary to effectuate the changes required by this Agreement.

1.2 TC³. Tazewell County and the City of Pekin hereby agree to accept all assets, duties, titles and obligations of the currently existing not-for-profit corporation known as the Tazewell/Pekin Consolidated Communication Center. The Member Agencies shall operate the existing PSAPs in coordination with the ETSB, and shall diligently provide for the consolidation of the four (4) current PSAPs to only two (2) PSAPs by or before the July 1, 2019 deadline.

1.3 TC NORTH. The parties shall cause for the installation, maintenance, and operation of a Tazewell County Consolidated Communications PSAP to be housed within and adjacent to the facilities of the Morton Police Department, named "TC North". The Village of Morton shall, at its cost, provide suitable space and utilities in the Police Department building and other ground or facility space as required to locate required communications technology and equipment to provide PSAP services and shall be entitled to reasonable rent from TC³ for

such space in an amount to be mutually agreed upon by the TC³ Governance Board and the Village of Morton. Rental compensation shall be rendered to Morton either in the form of monetary payment or credit against fees due to TC³, and shall be afforded to the Village of Morton during the term such space(s) are used by TC³ in providing PSAP services. In the event the TC³ Governance Board and the Village of Morton are unable to reach an agreement as to the rental amount, said amount shall be determined as follows: the TC³ Governance Board and the Village of Morton shall each appoint an independent real estate appraiser with an MAI designation and with at least ten (10) years' commercial real estate appraisal experience in the Tazewell County real estate market. The two appraisers shall then, within ten (10) days after their designation, select an independent third appraiser with like qualifications. Within twenty (20) days after the selection of the third appraiser, a majority of the appraisers shall determine the rental rate. If a majority of the appraisers is unable to agree upon the rental rate by such deadline, then the two (2) closest appraisals shall be averaged and the average shall be the rental rate. The TC³ Governance Board and the Village of Morton shall each bear the entire cost of the appraiser selected by it and shall share equally the cost of the third appraiser.

1.4 TC SOUTH. The parties shall cause for the installation, maintenance, and continued operation of an existing Tazewell County Consolidated Communications PSAP currently housed within and adjacent to the facilities owned by the City of Pekin commonly known as the Tazewell/Pekin Consolidated Communication Center and shall hereinafter be known as "TC South". The City of Pekin shall, at its cost, continue to provide suitable space and utilities in the building and other ground or facility space as required to locate required communications technology and equipment to provide PSAP services and shall be entitled to reasonable rent from TC³ for such space in an amount to be determined by the TC³ Governance Board. Rental compensation shall be rendered to the City of Pekin in the form of monetary payment or credit against fees due to TC³, and shall be afforded to the City of Pekin during the term such space(s) are used by TC³ in providing PSAP services.

1.5 PARTICIPATING AGENCIES The parties recognize that the provision of PSAP services is critical to the citizens of the County and such services are shared between the public and the first response agencies requiring communications. Each agency receiving dispatch services from a TC³ PSAP shall execute an agreement acknowledging the official relationship and the responsibility to pay the costs of the service. This agreement shall be in addition to any other official or required agreements the agency must execute in order to comply with the Illinois Emergency Telephone System Act. The cost to provide said agency communications is proportional to the number of activities of the particular agency as officially recorded by TC³. The operating costs to provide PSAP services shall be assessed among the Member Agencies and participating agencies ("Participating Agencies") in a manner reflecting the quantity of services ("Funding Formula") rendered as determined by the Board of Directors. In recognition of the financial support provided to TC³, Participant Agencies will be afforded representation on the Governance, Board along with the Member Agencies and the ETSB, as shown in the Bylaws of TC³.

In the event a Member Agency or Participating Agency fails to pay its proportionate share of costs to TC³, TC³ may withhold any or all services to that Agency, and/or take appropriate legal action to collect such payments.

2. **CREATION & PURPOSE.** The Member Agencies agree to take all appropriate and necessary steps to create "TC³". TC³ shall be an intergovernmental cooperative agency, which, with the

concurrence of all Member Agencies, may be incorporated as a not-for-profit corporation. The purpose of TC³ shall be for the operation and maintenance of a centralized, combined emergency services dispatch and communication system, for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and communications services to its participants; (2) the implementation and enforcement of this Agreement; and (3) to provide a forum for discussion, study, development, and implementation of recommendations regarding public safety communications and criminal justice within the County.

TC³ shall operate and be governed in the manner described in the By-Laws attached hereto as **Exhibit B**, which will be adopted by the Board and are incorporated into this Agreement by reference.

3. POWERS. In furtherance of its purposes, TC³ shall have the power:

- 3.1 To acquire, construct, receive, own, manage, lease and sell real property, personal property and intangible property;
- 3.2 To operate and maintain various systems, including but not limited to, 9-1-1 telephone answering, computer aided dispatch, radio communications, mobile data, voice recording and related facilities and support systems, collectively the "System";
- 3.3 To enter into contract with public and private entities;
- 3.4 To sue and be sued;
- 3.5 To employ and terminate personnel, with or without cause, provide employee benefits and contract for personnel and services with public and private entities;
- 3.6 To incur indebtedness and to issue bonds, notes or other evidence thereof through one or more of the Municipalities or County unless and until TC³ has such power under applicable law;
- 3.7 To establish and collect fees and assessments from Participants in accordance with the Funding Formula;
- 3.8 To insure redundant, competent and uniform operation of TC North and TC South;
- 3.9 To seek economies of scale;
- 3.10 To establish bylaws, policies, guidelines or regulations to carry out its powers and responsibilities;
- 3.11 To exercise all other powers that are within the statutory authority of and may be exercised by the Municipalities and County with respect to the System; and

3.12 To obtain appropriate insurance coverages for its operations, including liability and worker compensation insurance, and to provide that each Member Agency is an additional insured.

4. **SYSTEM ASSETS.** TC³ may acquire, construct, receive, own, manage, lease or sell System assets and other assets. A Municipality may transfer to TC³ its title to, and operational control of, communication assets which then become part of the System. This Agreement does not vest in TC³ any authority with respect to other facilities or assets of the Municipalities or County.
5. **PROVISION OF SERVICES.** TC³ shall be responsible for providing 24-hour 9-1-1 call taking, dispatch for law enforcement, fire services, medical services, public works, emergency management or any other communication services necessary for the operation of the System pursuant to this Agreement to all persons, areas and Agencies residing within Tazewell County. TC³ may provide such services to areas and Agencies outside of the boundaries of Tazewell County provided the provision of such services is recognized through agreement, required by statute, or otherwise reasonably necessary by the nature of the event.
6. **ADMINISTRATION.** A Board of Directors shall govern TC³ as described in the Bylaws and shall have the powers set forth in the Bylaws.
7. **BUDGET.** The fiscal year of TC³ shall begin May 1st and end April 30th. An annual budget shall be prepared by the Board of Directors and submitted to the Member Agencies so served in accordance with the Bylaws.
8. **FINANCES.** It is anticipated that funding for TC³ be provided primarily from Participant fees levied in accordance by the Funding Formula which is determined and approved in Section 8.1. Additional revenue for unanticipated expense or particular system improvement may be provided by 9-1-1 surcharge monies from the ETSB, grants, contracts, and by a Participant Agency or Agencies through a Participant Special Assessment, which may be assessed only if approved in 8.2.

8.1 FUNDING FORMULA. The initial Funding Formula for Participant Agencies, attached hereto and incorporated herein as **Exhibit A**, may be amended on a yearly basis, to assure fair and equitable funding of the System. Any such proposed amendment to the Funding Formula shall be sent to all Participating Agencies at least 30 days prior to the Board of Directors meeting at which the proposal is to be considered and Participant Agencies given an opportunity to submit comments or be heard. If the Funding Formula is not ratified, the current Funding Formula shall remain in effect.

The parties recognize the need to establish and provide for funding for TC³ in a fair and equitable manner during the process of consolidation. The parties agree to engage in good faith negotiations as may be necessary to reach agreement as to the manner of funding TC³ during the consolidation process.

8.2 PARTICIPANT SPECIAL ASSESSMENT. Participant Special Assessments may be assessed for major repairs or replacement of equipment or components thereof, including but not limited to software, which are required for the operation of TC³ and for the fulfillment of the purposes of TC³, which are not identified in the current year's budget, and which such repairs or replacement exceed \$25,000.00. Upon determination by the Board that a Participant Special Assessment is required, all Participants shall be notified of the need and amount of the particular assessment not less than 30 days prior to the

Board of Directors voting on the Participant Special Assessment and it shall require approval by no less than a two-thirds vote of the Board and ratification by motion or resolution evidenced in writing of not less than a majority of the all Participant Agencies within 30 days after the approval by the Board. The Board of TC³ may determine that a Special Assessment is more appropriately borne by only certain Participating Agencies if the Special Assessment is of value primarily to those Agencies.

8.3 SPECIAL SYSTEM ADDITIONS OR IMPROVEMENTS. A Participant Agency or combination of Agencies may make a request to the Board of Directors to modify, improve or make additions to system technology which will benefit and be paid for by the requesting agency(ies). The Board of Directors will examine such request and determine or verify the cost of the proposal and whether or not it will have a positive effect on operations. The Board of Directors shall not unreasonably withhold approval for such request and the requested modifications, improvements, or additions shall be undertaken by the TC³ organization and become part of the System thereof. The requesting agency(ies) will pay the TC³ organization for the incurred expense not later than 30 days after the request is completed.

9. **AMENDMENTS.** Any Member Agency may request changes to this Agreement. Amendments to this Agreement may be made only by written agreement of all Member Agencies.
10. **LIABILITY.** Except as may be otherwise provided by individual contracts or by law, the Member Agencies shall not be liable for the debts and liabilities of TC³.
11. **GOVERNING LAW.** This agreement shall be subject to and governed by the laws of the State of Illinois.
12. **SEVERABILITY.** In the event that any provision of this agreement is rendered invalid by the decision of any court or by the enactment of any law, such provision of this agreement shall be deemed to have never been included herein and the balance of the agreement shall continue in effect.
13. **NOTICES.** Any notice required to be given by or on behalf of either party to the other shall be deemed given when mailed by registered or certified mail, return receipt requested as follows or to the last known address of either party:

If to Pekin: Pekin City Police Department
 111 S. Capitol St., # 100
 Pekin, IL 61554
 (309) 346-3132

If to East Peoria: East Peoria Police Department
 201 W Washington St
 East Peoria, IL 61611
 (309) 698-4700

If to Washington: Washington Police Department
 115 W. Jefferson
 Washington, IL 61571
 (309) 444-2312

If to Morton: Morton Police Department
375 W. Birchwood
Morton, IL 61550
(309) 266-6666

If to the County: Tazewell County Sheriff's Office
101 S. Capitol Street
Pekin, IL 61554
(309) 477-2250

If to the Sheriff: Tazewell County Sheriff's Office
101 S. Capitol Street
Pekin, IL 61554
(309) 477-2250

If to the ETSB: Tazewell County Emergency Telephone System Board
101 S. Capitol Street
Pekin, IL 61554
(309) 478-5796

14. **TERM OF AGREEMENT.** This Agreement shall be in full force and effect from the date affixed to the last Member Agency to execute this Agreement and shall remain in effect until April 30, 2030. Unless terminated by a majority vote of the parties hereto, the agreement will renew for subsequent periods of five (5) years beginning May 1, 2030.

Notwithstanding the above, a Member Agency may withdraw from this Agreement in the manner described in the attached By-Laws.

15. **COMPLETE AGREEMENT.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.
16. **PARAGRAPH HEADINGS.** Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.
17. **COUNTERPARTS.** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

--signature pages follow--

CITY OF PEKIN

By _____

Its _____

Date _____

CITY OF WASHINGTON

By _____

Its _____

Date _____

CITY OF EAST PEORIA

By _____

Its _____

Date _____

VILLAGE OF MORTON

By _____
Its _____

Date _____

TAZEWELL COUNTY

By _____

Its _____

Date _____

TAZEWELL COUNTY SHERIFF

By _____

Its _____

Date _____

**TAZEWELL COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD**

By _____
Its _____

Date _____

Exhibit A- Funding Formula

Agency Fee Comparison	Share
ADVANCED MEDICAL TRANSPORT	4.5%
ARMINGTON FPD	0.0%
ARMINGTON POLICE DEPT	0.0%
CREVE COUER FIRE DEPT	0.8%
CREVE COUER POLICE DEPT	4.7%
CINCINNATI FPD	0.3%
DEER CREEK FPD	0.1%
DEER CREEK POLICE DEPT	0.2%
DELAVAN FPD	0.3%
DELAVAN POLICE DEPT	1.1%
EAST PEORIA FIRE DEPT	3.6%
EAST PEORIA POLICE DEPT	17.3%
FONDULAC PARK DISTRICT POLICE	0.7%
FORMAN FPD	0.1%
GERMANTOWN HILLS FPD	0.0%
GREEN VALLEY FPD	0.1%
GREEN VALLEY POLICE DEPT	0.2%
HOPEDALE FPD	0.1%
HOPEDALE POLICE DEPT	0.3%
MACKINAW FPD	0.2%
MACKINAW POLICE DEPT	0.6%
MORTON FIRE DEPT	2.5%
MORTON POLICE DEPT	7.3%
MARQUETTE HEIGHTS FIRE DEPT	0.2%
MARQUETTE HEIGHTS POLICE DEPT	1.9%
MINIER FIRE DEPT	0.2%
MINIER POLICE DEPT	0.5%
NORTH PEKIN FIRE DEPT	0.2%
NORTH PEKIN POLICE DEPT	2.4%
NORTHERN TAZEWELL FPD	1.0%
PEKIN FIRE DEPT	5.2%
PEKIN POLICE DEPT	20.8%
PEKIN PARK DISTRICT POLICE	0.7%
SPRING BAY FPD	0.1%
SCHAEFFERVILLE FPD	0.3%
SOUTH PEKIN FIRE DEPT	0.3%
SOUTH PEKIN POLICE DEPT	0.8%
TAZEWELL CO ANIMAL CONTROL	0.9%
TAZEWELL CO COURT SERVICES	0.2%
TAZEWELL COUNTY SHERIFFS OFFICE	9.7%
TREMONT FPD/RESCUE 702	0.3%
TREMONT POLICE DEPT	0.8%
WASHINGTON FIRE DEPT	1.3%
WASHINGTON POLICE DEPT	7.1%
TOTALS:	100.0%

**BY-LAWS
OF
TAZEWELL
CONSOLIDATED COMMUNICATIONS**

**ARTICLE I
PURPOSE**

Tazewell County Consolidated Communications, hereinafter referred to as "TC³," is a cooperative venture established pursuant to an Intergovernmental Agreement ("Agreement") between the City of Pekin, an Illinois municipal corporation ("Pekin"), the City of East Peoria, an Illinois municipal corporation ("East Peoria"), the City of Washington, an Illinois municipal corporation ("Washington"), and the Village of Morton, an Illinois municipal corporation ("Morton"), all located in Tazewell County, Illinois, Tazewell County ("County"), the Tazewell County Sheriff ("Sheriff") (collectively "Member Agencies"), and the Tazewell County Emergency Telephone Systems Board ("ETSB").

TC³ shall exist for the primary purpose of delivering 9-1-1 service to the residents of the County, pursuant to the mission of, and in coordination with the ETSB and in accordance with the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* TC³ shall carry out the purposes of the Intergovernmental Agreement, entered into by and among the governmental entities party thereto, with an effective date of _____ (as it may be amended from time to time in accordance with the provisions thereof).

**ARTICLE II
MEMBERSHIP & CONTRACTUAL RELATIONSHIPS**

SECTION 1. MEMBERS. The members of TC³ shall be the Members Agencies described in Article I above. All members of TC³ shall sign and abide by the terms and conditions of the Intergovernmental Agreement.

SECTION 2. CONTRACTUAL RELATIONSHIPS FOR SERVICE. TC³ may, upon two-thirds vote of the Governance Board, provide service (as contemplated by the Intergovernmental Agreement and these By-Laws) to other municipalities upon execution of a Service Agreement.

The Member Agencies and all municipalities and other agencies and governmental bodies who execute a Service Agreement with TC³ shall be hereinafter collectively referred to as the "Participating Agencies."

**ARTICLE III
GOVERNANCE BOARD OF DIRECTORS**

SECTION 1. GENERAL POWERS. The business and affairs of TC³ shall be managed by and under the direction of the Governance Board ("Board").

SECTION 2. COMPOSITION OF GOVERNANCE BOARD. The Board shall consist of eleven (11) representatives of the following units of government:

Unit of Government	Number of Representatives
City of Pekin	2
City of East Peoria	2
Village of Morton	1
City of Washington	1
Fire Districts & Other Municipalities ("Participating Agency Representatives")	2
Tazewell County Sheriff	1
Tazewell County	1
Tazewell County ETSB	1
Total	11

The composition of the Board shall be reviewed annually to determine if the composition remains consistent with the data regarding the percentage usage of TC³ services and cost contributions to TC³. If adjustments to representation on the Board is appropriate, the By-Laws will be amended to reflect the appropriate adjustment. Notwithstanding the above, the Member Agencies shall at all times have at least one representative on the Board.

SECTION 3. VOTING, APPOINTMENT & TENURE. Each Member Agency, the ETSB, and two (2) of the Participating Agencies not otherwise represented on the Board ("Participating Agency Representatives") shall be entitled to representation on the Board as set forth above. Each member of the Board shall be entitled to one (1) vote. Each member appointed by a Member Agency shall be appointed by their respective corporate authorities by appropriate action of its corporate authorities. Subject to the provisions of these By-Laws, every such member of the Board who is appointed by a Participating Agency as that Participating Agency's representative on the Board shall be a member of the Board. Appointment as a member of the Board shall not require further ratification by any other entity.

Unless a member of the Board appointed by a Member Agency resigns or is removed in accordance with these Bylaws, each member shall hold office until replaced by resolution or motion evidenced in writing of the legislative body or bodies of the appointing Member Agency.

Each Participating Agency which has entered into a Service Agreement with TC³ and which is not a Member Agency shall annually vote for Participating Agency Representatives to serve on the Board. Annually, on or before August 1, each Participating Agency shall submit to the Secretary of TC³, the name of two Participating Agencies other than Member Agencies, for representation on the Board. The two (2) Participating Agencies receiving the most votes shall be notified and shall each select one (1) representative to serve on the Board as the Participating Agency Representatives. In the event of a tie, the Participating Agencies with the higher percentage usage of TC³ services and cost contributions to TC³ shall be represented on the Board. Unless otherwise established by the Board, the term of each Participating Agency Representative shall commence annually on October 1 and, unless a Participating Agency Representative resigns

or is removed in accordance with these Bylaws, each Participating Agency Representative shall hold office for one (1) year or until a successor Participating Agency Representative is appointed to the Board. If a Participating Agency fails to submit a vote in accordance with this section, such Participating Agency shall be considered to have, and will be deemed to have, voluntarily elected to waive its right to vote for a Participating Agency Representative.

One of the initial Participating Agency Representatives shall be appointed from the Participating Agency with the highest percentage usage of TC³ services and cost contributions to TC³ for 2017. One of the initial Participating Agency Representatives shall be appointed from the Village of Creve Coeur, and the other shall be filled by election of the Participating Agencies.

SECTION 4. REGULAR MEETINGS. An annual meeting shall be held in October of each year, at such time and place as may be determined by the Board for the transaction of such business as may come before the meeting. The Board may specify by resolution the time and place for holding any other regular Board meetings, which shall be held at least quarterly. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or electronic mail, at least three days prior to the day named for such meeting.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board may be called by the Chair or by the written request of at least two of the Directors. Notice of special meetings of the Board shall state the date, time and place thereof and the purpose or purposes for which the meeting is called. Notice of any special meeting shall be given at least five days previous thereto if by mail, or 72 hours previous thereto by personal delivery of written notice or 72 hours previous thereto if by verbal (including telephonic) notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 6. WAIVER OF NOTICE. Prior to a meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Where all of the Directors unanimously approve, and sign a corporate resolution or authorization, this shall be recognized as proper corporate action taken at a duly authorized meeting, without proceeding under the provisions hereof, that would otherwise be applicable for calling and holding Directors meetings.

SECTION 7. QUORUM. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which

might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 8. PARTICIPATION. Members of the Board may participate in a regular or special meeting of the Board, or conduct the meeting through the use of, a conference telephone or any means of communication by which all members of the Board participating in the meeting can communicate with each other during the meeting. Participation by such means shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 9. VACANCIES. Any vacancy occurring in the Board of Directors shall be filled by the appointing Participating Agency within 60 days after the effective date of the resignation/removal of its representative member.

SECTION 10. REMOVAL OF DIRECTORS. A member of the Board may be removed by the appointing Participating Agency. Removal shall be effective upon delivery of written notice of the removal to the Chair or the Secretary by the legislative body or clerk of the appointing Participating Agency. In addition, after 30 days' written notice to the appointing Participating Agency, any member of the Board may be removed for cause by not less than a two-thirds vote of the Board, and the individual removed may not be reappointed by the appointing Participating Agency for one year after the date of removal.

SECTION 11. COMPENSATION. No compensation shall be paid to the Directors for their services as Directors. By resolution of the Board, the members of the Board may be reimbursed for reasonable out-of-pocket expenses, if any incurred for attendance at meetings of the Board or conducting business of TC³.

SECTION 12. OPEN PUBLIC MEETNGS. All meetings of the Board shall be open to the public as and to the extent required by the Illinois Open Meetings Act.

ARTICLE IV **GOVERNANCE BOARD OFFICERS**

SECTION 1. NUMBER. The officers of the Board shall consist of a Chair, Vice-Chair, Secretary, and a Treasurer, each of whom shall be appointed by the Board. The Chair shall chair the Board and must be a member of the Board. The Vice-Chair shall perform the duties of the Chair in the Chair's absence and must be a member of the Board. The Secretary shall be responsible for the books and records of TC³ and may be either a member of the Board or the Director. The Treasurer shall have responsibility for overseeing the budget of TC³ and ensuring that the accounting system of TC³ meets acceptable accounting standards. The Treasurer may, but need not, be a member of the Board. In addition, the officers shall perform such other duties as may be determined by the Board. Additional officers may be appointed by the Board.

SECTION 2. APPOINTMENT & TERM OF OFFICE. The officers of TC³ shall be appointed by the Board at an annual meeting, to serve for one year until the next annual meeting or until removed by the Board. Each officer shall hold office until a successor shall have been

appointed, except in the event of the termination of an officer's term in the manner herein provided.

SECTION 3. RESIGNATION & REMOVAL. Any officer may resign at any time by delivering written notice to the Chair, or by giving oral notice at any meeting of the Board. Any such resignation shall take effect at any subsequent time specified therein, or if the time is not specified, upon delivery thereof and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed by the Board upon 30 days' written notice, with or without cause. Appointment of an officer shall not of itself create contract rights in the individual or in the Participating Agency or other entity concerned.

SECTION 4. CHAIR. The Chair shall preside at all meetings of the Board. The Chair may sign deeds, leases, bonds, contracts, or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof are expressly delegated by the Board or by these Bylaws to some other officer or agent of TC³. The Chair shall perform all duties incident to the office of Chair and such other duties as may be prescribed by resolution of the Board.

SECTION 5. THE VICE-CHAIR. The Vice-Chair shall perform the duties of the Chair in the absence of the Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon such officer and shall perform such other duties as from time to time may be assigned to the Chair by resolution of the Board.

SECTION 6. THE SECRETARY. The Secretary shall keep the minutes of the meetings of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the records of TC³; and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chair or by the Board of Directors.

SECTION 7. THE TREASURER. The Treasurer shall be the principal accounting and financial officer of TC³; shall have charge of and be responsible for the maintenance of adequate books of account for TC³; have charge and custody of all funds of TC³; perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the Chair or by the Board. If required by the Board, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board may determine.

SECTION 8. DELEGATION. In the case of absence or inability to act of any officer and of any person herein authorized to act in his or her place, the Board may, from time to time, delegate the powers or duties of such officer to any other officer or any member of the Board or other person whom it may select. The Chair may delegate duties or powers in addition to those listed herein to officers of TC³ as necessary or appropriate to the conduct of the affairs of TC³.

SECTION 9. VACANCIES. Vacancies in any officer position arising from any cause may be filled by the Board at any regular or special meeting of the Board, subject to the notice provision herein.

ARTICLE V

OPERATIONS COMMITTEE

SECTION 1. ORGANIZATION. There shall be and there is hereby established an Operations Committee of TC³, the members of which shall serve without salary and shall take responsibility for the day-to-day operations and functions of TC³ as hereinafter set forth.

SECTION 2. PURPOSE. The daily operations of TC³, including but not limited to development, implementation, and review of policies, procedures, complaints and incident review, shall be developed and recommended by the Operations Committee, subject to the policy limitations established by the Board from time to time. Subject to the policies established by the Board and within the limits fixed by the budget approved by the Board, the Operations Committee shall oversee the conduct of the daily operating affairs of TC³.

SECTION 3. MEMBERSHIP. The Operations Board shall consist of thirteen (13) representatives of the following agencies:

Unit of Government	Police	Fire/EMS	Other
City of Pekin	1	1	
City of East Peoria	1	1	
Village of Morton	1	1	
City of Washington	1	1	
Creve Coeur	1		
AMT Ambulance Service		1	
Fire Districts / Departments		1	
Tazewell County ETSB			1
Tazewell County Sheriff	1		
			Total 13

The composition of the Operations Committee shall be reviewed annually to determine if the composition remains consistent with the data regarding the percentage usage of TC³ services and cost contributions to TC³. If adjustments to representation on the Board is appropriate, the By-Laws will be amended to reflect the appropriate adjustment.

SECTION 4. VOTING, APPOINTMENT & TENURE. As set forth above, each Member Agency, the Village of Creve Coeur, AMT Ambulance Service, the ETSB, and one (1) representative of the Fire Districts and Fire Departments not otherwise represented on the Board ("Fire District Representative") shall be entitled to one (1) seat on the Operations Committee. Each member of the Operations Committee shall be entitled to one (1) vote. Each member appointed by a Member Agency shall be appointed by appropriate action of its respective corporate authorities. Subject to the provisions of these By-Laws, every such member of the Operations Committee who is appointed by a Participating Agency as that Participating Agency's representative on the

Operations Committee, shall be a member of the Operations Committee. Appointment as a member of the Operations Committee shall not require further ratification by any other entity.

Unless a member of the Operations Committee appointed by a Member Agency resigns or is removed in accordance with these Bylaws, each member shall hold office until replaced by resolution or motion evidenced in writing of the legislative body or bodies of the Member Agency.

Each Fire District and Fire Department which has entered into a Service Agreement with TC³ and which is not a Member Agency or otherwise represented on the Operations Committee ("Participating Fire District"), shall annually vote for a Representative of the Fire Districts to serve on the Operations Committee. Annually, on or before August 1, each Participating Fire District shall submit to the Secretary of TC³, the name of two Participating Fire Districts, for representation on the Operations Committee. The one (1) Participating Fire District receiving the most votes shall be notified and shall select a representative to serve on the Operations Committee. In the event of a tie, the Participating Fire District with the higher percentage usage of TC³ services and cost contributions to TC³ shall be represented on the Operations Committee. Unless otherwise established by the Board, the term of each Fire District Representative shall commence annually on October 1 and, unless a Fire District Representative resigns or is removed in accordance with these Bylaws, each Fire District Representative shall hold office for one (1) year or until a successor Fire District Representative is appointed to the Board. If a Participating Fire District fails to submit a vote in accordance with this section, such Participating Fire District shall be considered to have, and will be deemed to have, voluntarily elected to waive its right to vote for a Fire District Representative.

The initial Fire District Representative shall be appointed from the Participating Fire District with the highest percentage usage of TC³ services and cost contributions to TC³. The initial Fire District Representative shall be appointed from Schaefferville Fire Protection District.

SECTION 5. REGULAR MEETINGS. Regular meetings of the Operations Committee shall be held at such time and place as shall be determined, from time to time, by a majority of the Committee members, but at least six such meetings shall be held during each fiscal year. Meeting notice and agenda shall be given to each member, personally or by mail, telephone or electronic mail, at least three days prior to the day named for such meeting.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Operations Committee may be called by the Chair, or by the written request of at least two of the members. Notice of special meetings of the Operations Committee shall state the date, time and place thereof and the purpose or purposes for which the meeting is called. Notice of any special meeting shall be given at least five days previous thereto if by mail, or 24 hours previous thereto by personal delivery of written notice or 24 hours previous thereto if by verbal (including telephonic) notice. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the corporation, with postage thereon prepaid.

SECTION 7. QUORUM. At all meetings of the Operations Committee, a majority of the members shall constitute a quorum for the transaction of business, and the acts of the majority of the members present at a meeting at which a quorum is present shall be the acts of the Operations Committee. If, at any meeting of the Operations Committee, there be less than a

quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 8. OPEN PUBLIC MEETNGS. All meetings of the Operations Committee shall be open to the public as and to the extent required by the Illinois Open Meetings Act.

SECTION 9. OFFICERS. Officers of the Operations Committee shall consist of a Chairman and a Vice Chairman. The Chairman shall conduct meetings of the Operations Committee and shall serve as the liaison between the Board and the Operations Committee. The Chairman shall also perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Operations Committee from time to time provided that such actions are consistent with these By-Laws.

In the absence of the Chairman or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman. The Vice Chairman shall perform such other duties as may be requested by the Chairman.

SECTION 10. COMPENSATION. No compensation shall be paid to the members of the Operations Committee for their services. By resolution of the Board, the members of the Operations Committee may be reimbursed for reasonable out-of-pocket expenses, if any incurred for attendance at meetings of the Operations Committee or conducting business of TC³.

ARTICLE VI **STAFF**

SECTION 1. DIRECTOR. TC³, acting through the Board, shall hire and retain a Director, who shall be an "at will" employee as defined by Illinois law. The Director shall report to the Operations Committee, which shall be responsible for supervising and evaluating the Director. The Operations Committee shall conduct an annual evaluation of the Director's performance and report its finding to the Board. This report shall be presented to the Board before the end of the calendar year. The Board may dismiss the Director by a majority vote of the entire Board. Compensation for the Executive Director shall be set by the Board.

The powers and duties of the Director shall be:

1. To attend all meetings of the Operations Committee and to attend all meetings of the Governance Board, unless excused therefrom;
 - a. The Director shall have the right to take part in the discussion of all matters coming before the Operations Committee and the Governance Board, but shall have no vote thereon;
 - b. The Director shall be entitled to and be given notice of all meetings, regular and special, of the Governance Board and the Operations Committee;
2. To hire, discipline, set compensation for, discharge and otherwise supervise the staff of TC³ pursuant to the approved TC³ budget and in accordance with

the policies and procedures of TC³ or as otherwise set forth by resolution of the Board;

3. To recommend to the Operations Committee for adoption of such measures as may be deemed necessary or expedient for the efficient operation of TC³;
4. To enforce, to administer, and to make operative the policies of TC³ as established by the Board of Directors and Operations Committee;
5. To assist the Board as directed in preparing an annual budget in the manner set forth under Article VII herein;
6. To perform such other duties as may be delegated from time to time by the Board or by the Operations Committee.

SECTION 3. STAFF. The staff of TC³ shall consist of such other positions as may be established by the Board, which may include an Assistant Director, Data & Communications System Manager, Training & Quality Assurance Manager, Telecommunicators, and an Accounting Clerk. Positions may be created or abolished at the direction of the Board. The Board may also provide that administrative, technical or professional services be performed by contract. Only the Board shall be authorized to hire or retain legal counsel and independent accountants and auditors. The annual audit must be distributed to the Member Agencies.

ARTICLE VII **BUDGET & FINANCES**

SECTION 1. FISCAL YEAR. The fiscal year of TC³ shall begin May 1st and end on April 30th.

SECTION 2. BUDGET. An annual budget of proposed receipts, operating income and expenditures shall be adopted by the Board at least 60 days before the beginning of TC³'s fiscal year. Copies of the proposed annual budget must be provided to the Member Agencies by January 31 of each year. Copies of the adopted budget shall be delivered to the Member Agencies and will be made available upon request to Participating Agencies.

SECTION 3. FUNDING FORMULA. Upon approval of the annual budget, the Board shall have the authority to set cost-sharing charges for all of the Participating Agencies in amounts sufficient to provide the funds required by the current annual budget. Such charges shall be assessed among the Participating Agencies, in a manner reflecting the quantity of services rendered as determined by the Board ("Funding Formula"). Each Participating Agency's cost share shall be approved by the Board annually and shall be based upon statistical information for the activity generated from the preceding year. The initial Funding Formula for Participant Agencies is attached hereto and incorporated herein as **Exhibit A**. The Funding Formula may be amended from time to time, but not more than on an annual basis.

SECTION 4. SPECIAL ASSESSMENTS. Participant Special Assessments may be assessed for major repairs or replacement of equipment or components thereof which are

required for the operation of TC³ and for the fulfillment of the purposes of TC³, which are not identified in the current year's budget, and which such repairs or replacement exceed \$25,000.00. Upon determination by the Board that a Participant Special Assessment is required, all Participating Agencies shall be notified of the need and amount of the particular assessment not less than 30 days prior to the meeting of the Board at which the Board intends to vote on the Participant Special Assessment. The Board may determine that a Special Assessment is more appropriately borne by only certain Participating Agencies if the Special Assessment is of value only to those Agencies. Adoption of a Participant Special Assessment shall require approval by no less than a two-thirds vote of the Board and ratification by motion or resolution evidenced in writing of not less than a majority of all Participating Agencies within 30 days after the approval by the Board.

SECTION 5. BILLING. Billing of the Participating Agencies for annual charges apportioned pursuant to the Funding Formula shall commence on May 1st of each fiscal year. Invoices shall be sent to Participating Agencies on a quarterly basis thereafter. Any Participating Agency whose charges have not been paid within forty-five (45) days after billing shall be assessed interest on the delinquent payment(s) at a rate not to exceed the maximum authorized by the Bond Authorization Act, as amended, at the time the payment becomes delinquent. The agency shall not be entitled to further voting privileges on the Board of Directors or the Operations Committee nor shall any representative hold any office until such time as all delinquent payments and interest have been paid. TC³ reserves the right at the Board's discretion to withhold service from Participating Agencies who fail to pay delinquent payments in excess of three (3) months.

SECTION 6. PARTICIPATING AGENCY PAYMENTS. Each Participating Agency shall take all required actions to authorize the funds necessary to meet its obligations under these By-Laws.

ARTICLE IX

CONTRACTS & OTHER INSTRUMENTS

SECTION 1. CONTRACTING & PURCHASING. Except as otherwise provided by resolution of the Board authorizing the execution thereof, all contracts, deeds, leases, notes, mortgages, pledges, transfers, and other written instruments binding upon TC³ for amounts involving the expenditure of or revenue to TC³ of greater than \$25,000 shall be executed by the Director and the Chairman of the Board, following written authorization of the Board. Subject to other provisions of these By-Laws or as otherwise established by resolution of the Board, the execution of documents involving lesser amounts may be signed by the Director on behalf of TC³, provided that such amounts are included in its annual budget.

The Director shall have the power to transfer funds within the total budget amount in order to meet unanticipated needs or to meet changed situations. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved budget

SECTION 2. CONTRIBUTIONS & DISBURSEMENTS. All contributions and other funds received by TC³ shall be deposited in a special account or accounts in such banks, trust companies or other depositories as the Board may select. All disbursement shall be made under proper authority of TC³ as provided herein. All contributions, income to and disbursement of TC³ shall be recorded in appropriate books and records and such records shall be subject to

examination at any reasonable time, upon request by any member of the Board. The funds of TC³ may be expended or distributed only for the purposes of TC³ described in the Intergovernmental Agreement.

ARTICLE X **WITHDRAWAL**

SECTION 1. NOTICE. Any Participating Agency may withdraw from TC³ subject to the provisions of this Article.

1. Such withdrawing Participating Agency shall give written notice of withdrawal in the form of a certified copy of an ordinance or resolution passed by its corporate authorities, a copy of which must be sent to the Director of TC³, as well as the Chairman of the Operations Committee and Chairman of the Board of Directors.
2. The refusal or declination of any Participating Agency to be bound by any obligation of TC³ shall also constitute notice of withdrawal of such Participating Agency, which withdrawal shall become effective on the 30th day after mailing of said notice.
3. Withdrawal of a Participating Agency shall also constitute withdrawal of its members to the Board of Directors and to the Operations Committee.
4. The withdrawing Participating Agency shall forfeit any and all interest, right and title to TC³ property and assets of any type whatsoever.

SECTION 2. LIABILITIES UPON WITHDRAWAL. Upon any such notice of withdrawal:

1. Withdrawal shall take effect on the date one (1) year from date of such written notification;
2. Upon withdrawal, the withdrawing Participating Agency shall continue to be responsible for:
 - a. One hundred (100%) per cent of its prorata share of any unpaid obligations to date of withdrawal; and
 - b. For any contractual obligations it has separately signed with TC³.
 - d. The term "pro rata share" as used in this Article, shall mean a percentage of all the System's costs, which include but are not limited to those costs set out above.

The percentage shall be computed as defined in Article VII, for the last complete calendar year preceding the withdrawing member's effective date of withdrawal.

3. In addition to the above, the withdrawing Participating Agency shall be liable for all costs incurred by TC³ arising from or related to the Participating Agency's

separation and withdrawal. This may include, but is not necessarily limited to any and all liabilities due and owing to TC³ as set forth above including any applicable interest fees, costs TC³ may reasonably incur to ensure the continued provision of emergency services to the withdrawing Participating Agency, which may include legal fees and court costs, and any further liabilities incurred by TC³, arising from or related to the withdrawal of the Participating Agency.

ARTICLE XI **ASSETS & LIABILITY**

SECTION 1. PSAP ASSETS. Subject to the agreement of the respective Member Agency and TC³, certain assets of Tazewell/Pekin Consolidated Communications Center ("Tazcomm"), the East Peoria Communications Center, the Morton Communications Center, and the Washington Communications Center (collectively the "Former PSAPs") may be transferred to TC³. Such transfer of assets from the former PSAPs to TC³ shall not entitle a Member Agency to a credit or offset of fees.

SECTION 2. PSAP LIABILITIES. Any liabilities and obligations of the Participating Agencies and any claims of any nature, now or hereinafter arising as a consequence of the acts or omissions of a Participating Agency's personnel in responding to, or providing emergency services, shall remain liabilities, obligations, and responsibilities of the Participating Agency. TC³ shall not assume the liabilities, obligations, debts, claims, or other indebtedness of any Participating Agency.

SECTION 3. LIABILITY INSURANCE. TC³ will obtain appropriate insurance coverages for its operations, including liability and workers' compensation insurance, and will name each Member Agency as an additional insured.

ARTICLE XII **AMENDMENTS**

These By-laws may be made, altered, amended, or repealed by not less than a two-thirds vote of the entire Board (at least eight (8) members), provided the amendment has been submitted in writing to all members of the Board at least thirty (30) prior to amendment by the Board.

Dated this _____ day of _____, 2017

Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 19, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Ordinance No. 2771-17/18 and Plat Approving the Vacation of the Sharon Avenue Right-of-Way

AGENDA DATE REQUESTED: September 25, 2017

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to approve a petition of Vacation and approve an Ordinance and Plat of Vacation for the Sharon Avenue Right-of-Way.

DESCRIPTION: Consideration of an Ordinance and Plat of Vacation providing for the acceptance of a petition for vacation of the Sharon Avenue Right-of-Way.

FINANCIAL IMPACT: Vacation of the Sharon Avenue right-of-way would return the property to the tax rolls, increasing the property taxes collected for the Pekin Insurance property at 2505 Court Street, which the former right-of-way would be added to. Vacation of the Sharon Avenue right-of-way would also relieve the city of the cost to maintain Sharon Avenue and the adjacent right-of-way. Lastly, vacation of the Sharon Avenue right-of-way would facilitate the expansion of the Pekin Insurance facility, increasing the taxable value of that property which will result in enhanced property tax income from the property.

NEIGHBORHOOD CONCERNS: Given that the Sharon Avenue right-of-way property is now wholly surrounded by land owned by Pekin Insurance due to the fact that Pekin Insurance purchased and demolished the residential homes that previously existed on the east side of Sharon Avenue, no other properties would be party to the proposed vacation or be directly affected.

IMPACT IF APPROVED: Would return the Sharon Avenue property to the tax rolls, facilitate and permit the expansion of the Pekin Insurance campus, increasing employment opportunities and available office space and relieve the City the cost of maintenance of the Sharon Avenue right-of-way.

IMPACT IF DENIED: Pekin Insurance would not have the ability to expand the existing facility as proposed, the Sharon Avenue would remain under City ownership, with the City continuing to be responsible for the cost of maintenance and upkeep of the Sharon Avenue

right-of-way and there would be no enhancement of property tax revenue, as the Sharon Avenue right-of-way property would not return to the tax rolls.

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <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. 2771-17/18 Approval and Plat for the Vacation of the Sharon Avenue
Right-of-Way**

Ordinance No.

<Insert Ordinance Legislation>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 25th DAY OF SEPTEMBER, 2017**

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____**AN ORDINANCE TO VACATE ALL OF SHARON AVENUE
IN THE CITY OF PEKIN, ILLINOIS**

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

WHEREAS, under Article VII, Section 6(a), of the Illinois Constitution of 1970, the City of Pekin is a home rule municipality, and desires to exercise its rights and powers as a home rule municipality in this matter; and

WHEREAS, there is a Sharon Avenue in the City of Pekin; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is needed by Pekin Insurance for further development of its campus, that the property is wholly surrounded by land owned by Pekin Insurance and that the public interest will be subserved by vacating Sharon Avenue; and

WHEREAS, after due notice was given in the Pekin Daily Times on August 30, 2017, a public hearing was held at the City Council Chambers, 111 South Capitol Street, Pekin, Tazewell County, Illinois on September 13, 2017, for the purpose of hearing comments on the vacation of Sharon Avenue; and

WHEREAS, no persons objected to the vacation of Sharon Avenue;

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

SECTION I. That the public interest will be subserved by vacating all of Sharon Avenue, in the City of Pekin, Tazewell County, Illinois, being legally described as follows:

Part of Blocks 1 and 2 in Hillcrest Subdivision, being part of the East Half of the Southeast Quarter of Section 1, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Lot "E" in Sharon Subdivision, a

Subdivision of Part of Block 2 in Hillcrest Subdivision, recorded in Plat Book "T", page 150 in the Tazewell County Records Office, thence south 87 degrees 37 minutes 58 seconds west, along the north line of Sharon Subdivision and said line extended, said line also being the south right of way line of Sharon Avenue, a distance of 528.83 feet to the easterly right of way line of Court Street, (Illinois Route 9); thence north 19 degrees 16 minutes 33 seconds west, along said easterly right of way line, a distance of 52.26 feet; thence north 87 degrees 37 minutes 58 seconds east, along the north right of way line of said Sharon Avenue, a distance of 547.17 feet; thence south 01 degrees 03 minutes 55 seconds east, a distance of 50.01 feet to the point of beginning, said tract containing 0.616 acre more or less.

Commonly known as Sharon Avenue.

SECTION II. That upon adoption of this ordinance, the Clerk of the City of Pekin, Illinois, is hereby directed to certify and record a true and correct copy of this ordinance and plat with the Recorder of Deeds of Tazewell County, Illinois; said plat being attached hereto, marked for identification as Exhibit A and specifically made a part hereof by reference thereto.

SECTION III. All ordinances or portions thereof in conflict with this ordinance are hereby repealed.

SECTION IV. That this ordinance shall be in full force and effect upon its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, IN REGULAR AND PUBLIC SESSION BY THREE-FOURTHS (3/4THS) MAJORITY VOTE OF THE CITY COUNCIL THIS 25TH DAY OF SEPTEMBER 2017.

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2017.

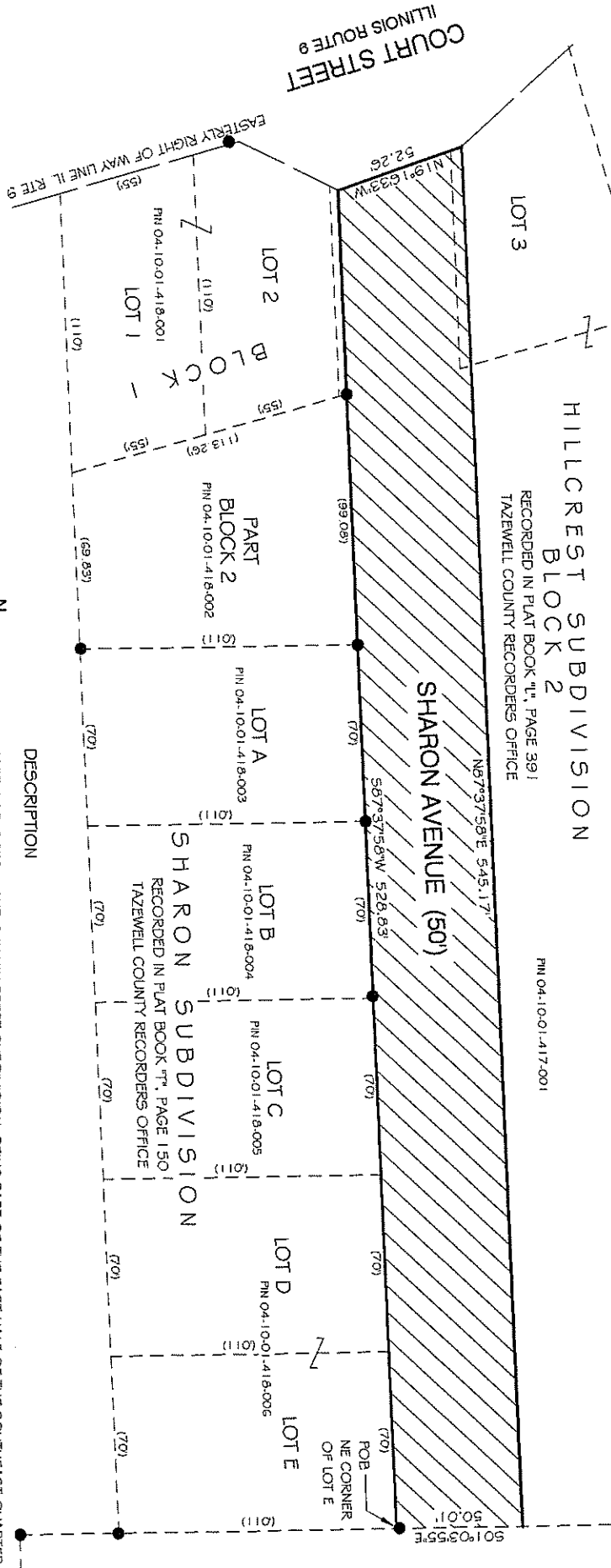
MAYOR

ATTEST:

CITY CLERK

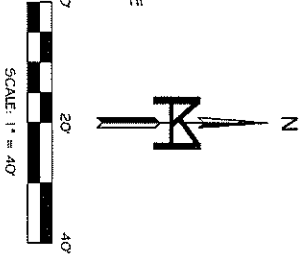
RIGHT OF WAY VACATION PLAT

PART OF BLOCKS 1 & 2 IN HILLCREST SUBDIVISION, BEING IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS



LEGEND

- AREA BEING VACATED
- ADJACENT PROPERTY LINE
- RIGHT OF WAY LINE
- MEASURED BEARING & DISTANCE
- RECORD DISTANCE
- FOUND IRON ROD / PIPE
- SAME OWNERSHIP



DESCRIPTION

PART OF BLOCKS 1 AND 2 IN HILLCREST SUBDIVISION, BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12 IN SHARON SUBDIVISION, A SUBDIVISION OF PART OF BLOCK 2 IN HILLCREST SUBDIVISION, RECORDED IN PLAT BOOK 11, PAGE 150 IN THE TAZEWELL COUNTY RECORDS OFFICE, THENCE SOUTH 87 DEGREES 37 MINUTES 58 SECONDS WEST, ALONG THE NORTH LINE OF SHARON SUBDIVISION AND SAID LINE EXTENDED, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHARON AVENUE, A DISTANCE OF 528.63 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COURT STREET, (ILLINOIS ROUTE 9); THENCE NORTH 19 DEGREES 16 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 52.26 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 58 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SHARON AVENUE, A DISTANCE OF 545.17 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 55 SECONDS EAST, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.616 ACRE MORE OR LESS.

RIGHT OF WAY VACATION PLAT



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5801 N. Prospect Road, Suite 05
P.O. Box 1000
Tazewell, Illinois 61551
www.mohr-kerr.com

DATE	BY	DATE	BY
7/26/16	JEF	7/26/16	JEF
7/26/16	JEF	7/26/16	JEF
7/26/16	JEF	7/26/16	JEF

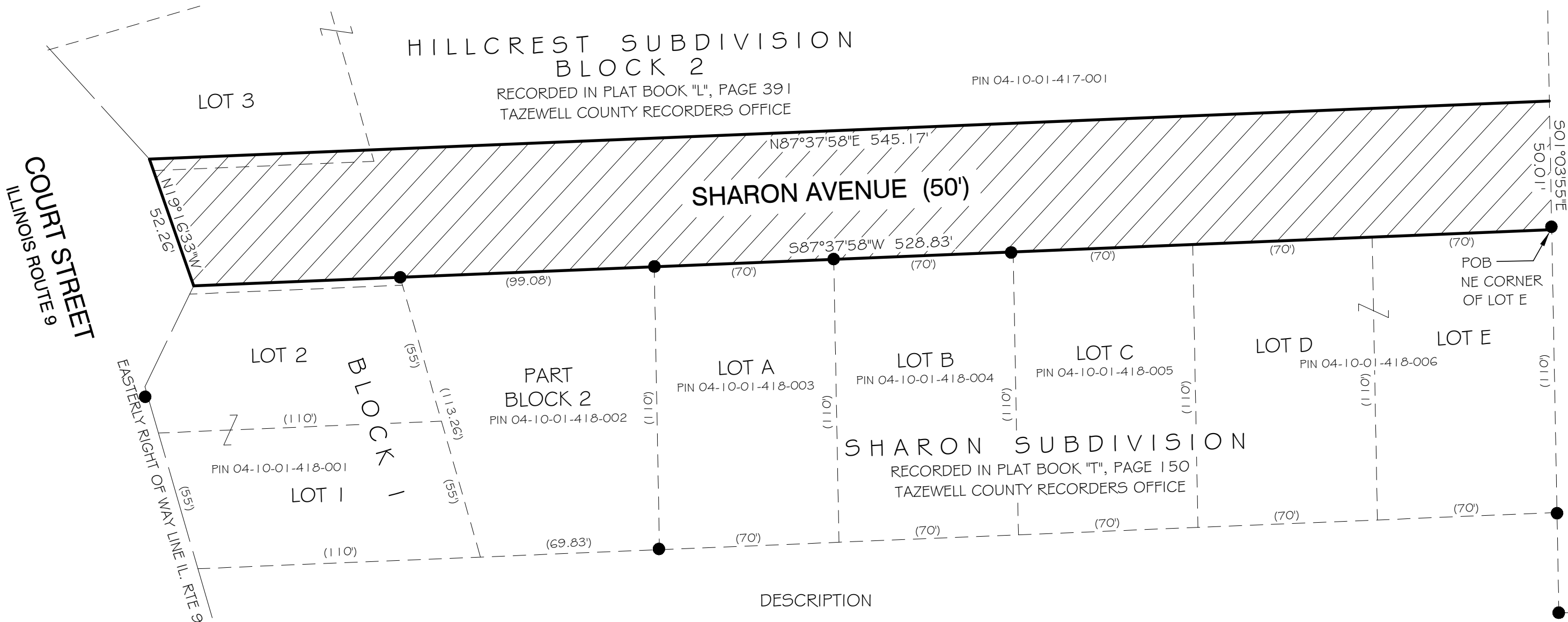
CLIENT:
DEWBERRY ARCHITECTS

PART OF BLOCKS 1 & 2 IN HILLCREST SUBDIVISION, BEING IN PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

PROJECT NO.
16-125
SHEET 1 OF 1
DRAWING NO. 1

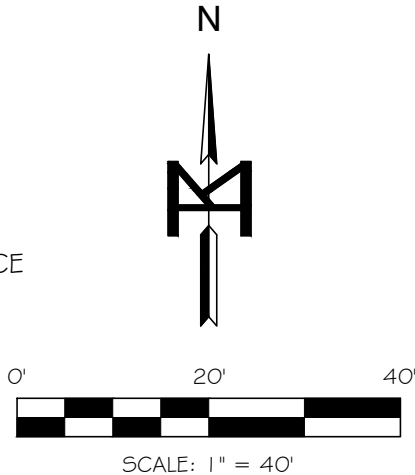
RIGHT OF WAY VACATION PLAT

PART OF BLOCKS 1 & 2 IN HILLCREST SUBDIVISION, BEING IN PART OF THE THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS



LEGEND

- AREA BEING VACATED
- - - - - ADJACENT PROPERTY LINE
- RIGHT OF WAY LINE
- N87°37'58"E 545.17' — MEASURED BEARING & DISTANCE
- (70') — RECORD DISTANCE
- — FOUND IRON ROD / PIPE
- SAME OWNERSHIP



DESCRIPTION

PART OF BLOCKS 1 AND 2 IN HILLCREST SUBDIVISION, BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT "E" IN SHARON SUBDIVISION, A SUBDIVISION OF PART OF BLOCK 2 IN HILLCREST SUBDIVISION, RECORDED IN PLAT BOOK "T", PAGE 150 IN THE TAZEWELL COUNTY RECORDER'S OFFICE, THENCE SOUTH 87 DEGREES 37 MINUTES 58 SECONDS WEST, ALONG THE NORTH LINE OF SHARON SUBDIVISION AND SAID LINE EXTENDED, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHARON AVENUE, A DISTANCE OF 528.83 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COURT STREET, (ILLINOIS ROUTE 9); THENCE NORTH 19 DEGREES 16 MINUTES 33 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 52.26 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 58 SECONDS EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SHARON AVENUE, A DISTANCE OF 545.17 FEET; THENCE SOUTH 01 DEGREES 03 MINUTES 55 SECONDS EAST, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.616 ACRE MORE OR LESS.

RIGHT OF WAY VACATION PLAT

MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com
Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

REV.	DATE	NATURE OF REVISION	CHECKED
FILE NAME: SharonAve-Vacation.dwg Jul 08, 2016			

SURVEYED	JEF
DRAWN	JEF
CHECKED	MWM
SCALE	1" = 40'
DATE	7-08-16

CLIENT:
DEWBERRY ARCHITECTS

PART OF BLOCKS 1 & 2 IN HILLCREST SUBDIVISION, BEING IN PART OF THE THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS

PROJECT NO.	16-125
SHEET	1 OF 1
Packet Pg.	68

MEMORANDUM

TO: Mayor John McCabe and Members of the City Council

FROM: John R. Lebegue, Building Inspections / Development Director



DATE: September 18, 2017

RE: Consideration of a Request for the Vacation of the Sharon Avenue Right-of-Way

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Pekin Insurance, located at 2505 Court Street, has submitted a petition for the vacation of the Sharon Avenue right-of-way to facilitate the expansion of the Pekin Insurance facility, which will include an addition to the east side of the existing facility and the construction of a new parking lot, construction of a stormwater retention pond and construction of a new driveway and entry from Court Street.

PROPERTY INFORMATION

Current Zoning Classification: OS-1 Office Service District and B-3, General Business District

Use of Adjacent Property & Zoning:

North: B-3: General Business District, RM-2 & RM-3: Multiple Family Residential

South: B-3: General Business District

East: OS-1 Office Service District

West: R-3: Single Family Residential District, OS-1 Office & B-3: General Business District

Current Use: City street and right-of-way

ANALYSIS AND DISCUSSION

Prior to formally requesting vacation of the Sharon Avenue right-of-way, Pekin Insurance purchased all of the homes and property on the east side of Sharon Avenue and have subsequently demolished all of the homes. Given that Pekin Insurance is the owner of all property adjacent to the Sharon Avenue right-of-way, no other properties would be party to the proposed vacation or be directed affected by the proposed vacation. Should the Sharon Avenue right-of-way be vacated as being proposed, the entire Sharon Avenue street and adjacent right-of-way would be abandoned, but all other City easements for sanitary and storm sewer will remain in effect. As part of the proposed development, the existing sanitary sewer on Sharon Avenue would be abandoned and terminated per City requirements. The sanitary sewer that had

previously existed on Sharon Avenue will be re-located entirely onto the Pekin Insurance property and will become a private sewer line. The proposed addition to the east side of the existing facility would be located in the area currently occupied by the Sharon Avenue right-of-way.

I have attached the review comments of the City Engineer, Mike Guerra, and plans of the proposed vacation and development of the property for your review and consideration.

ACTION OF PLAN COMMISSION

Upon consideration of the petition of Pekin Insurance for the vacation of the Sharon Avenue right-of-way at the September 13, 2017 meeting, the members of the Pekin Plan Commission conducted a Public Hearing for the purpose of hearing comments on the vacation of the Sharon Avenue right-of-way. No public comments were received and no persons objected to the proposed vacation of the Sharon Avenue right-of-way. The members of the Plan Commission found the vacation of the Sharon Avenue right-of-way in the public interest and by a vote of 6 to 0, (Commissioner Jim Ruth abstaining), recommended approval of the petition for the vacation of the Sharon Avenue right-of-way.

Lebegue, John R.

From: Judy Little <jlittle@pjstar.com>
Sent: Tuesday, August 29, 2017 2:10 PM
To: Lebegue, John R.
Subject: Re: Legal Notice for September 13, 2017 Pekin Plan Commission

Legal Notice Legal Notice

LEGAL NOTICE for PUBLIC HEARING

Notice is hereby given that a PUBLIC HEARING will be held to consider a petition by Pekin Insurance for the vacation of the Sharon Avenue right-of-way, with a Legal Description of:

PART OF BLOCKS 1 AND 2 IN HILLCREST SUBDIVISION, BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT "E" IN SHARON SUBDIVISION, A SUBDIVISION OF PART OF BLOCK 2 IN HILLCREST SUBDIVISION, RECORDED IN PLAT BOOK "T", PAGE 391 IN THE TAZEWELL COUNTY RECORDERS OFFICE, THENCE SOUTH 87°-37'-58" WEST, ALONG THE NORTH LINE OF SHARON SUBDIVISION AND SAID LINE EXTENDED, SAID LINE ALSO BEING THE SOUTH RIGHT OF WAY LINE OF SHARON AVENUE, A DISTANCE OF 528.79 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF COURT STREET, (ILLINOIS ROUTE 9); THENCE NORTH 19°-16'-33" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 52.26 FEET; THENCE NORTH 87°-37'-58" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SHARON AVENUE, A DISTANCE OF 545.13 FEET; THENCE SOUTH 01°-03'-39" EAST, A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.616 ACRE MORE OR LESS IN TAZEWELL COUNTY, ILLINOIS.

Said Public Hearing of the above petition to be held at a regular Meeting of the Pekin Planning Commission, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 13th day of September, 2017, at the hour of 5:30 P.M.

All persons having an interest there in may appear to be heard.

Dated this 29th day of August, 2017.

John R. Lebegue, Secretary
 Pekin Planning Commission

Ad # 4610909 is scheduled for 8/30.

The cost is \$76.44.

Thank you.

Sincerely,

Judy Little

Advertising Consultant

Journal Star

1 News Plaza

Peoria, IL 61643

Ph. (309)686-3224

Fax: (309)686-3079

jlittle@pjstar.com

Please email legal notices to legals@pjstar.com

website: www.pjstar.com

Attachment: Plan Commission Packet for Vacation of Sharon Ave. right-of-way (1234 : Ordinance No. 2771-17/18 and Plat Approving the

PLAN CHECKLIST **For Construction**

Developer (Project) Name Pekin Insurance Expansion

Developer _____

Developer Address _____

Developer Phone # _____

Developer Contact Person _____

Subdivision Name _____

<i>Required Information – Approval Dates</i>		Public Works Director	City Engineer	Code Enforcement	Fire Chie
1.	Subdivision Name and Lot Number		Existing		
2.	Legal Description		OK-		
3.	1"=100' Minimum Acceptable Scale (1"=20')		OK		
4.	Date and North Arrow		OK		
5.	Public Access		OK		
6.	Lot Layout, Dimension and Setbacks (Site Plan)		OK		
7.	Easements		Note 1		
8.	Wetlands Sign Off		N/A		
9.	Mines Sign Off		N/A		
10.	Groundwater Recharge Sign Off		N/A		
11.	Sanitary Sewer Locations, Size		Note 2		
12.	IEPA Sanitary Sewer Permit		Required		
13.	Storm Sewer Location and Size		Note 3		
14.	Storm Water Retention		Note 4		
15.	Proper Zoning (B-3)				
16.	Setback Compliance		OK		
17.	Parking Spaces and Surface		OK		
18.	Erosion Control		Note 5		
19.	Sidewalks		Note 6		
20.	Landscaping		Required		
21.	ADA Compliance		OK		
22.	Driveway Openings (curb cuts)		Note 7		

November 3, 2003

23.	IDOT Permit (curb cuts)		Note 7		
24.	Enterprise Zone Area		N/A		
25.	TIF Area		N/A		
26.	HUD Entitlement Area		N/A		
27.	Signage Exterior		OK		
28.	Lighting Exterior		Note 8		
29.	Floor Plan Shown and Dimensions (Building Layout)		Will be reviewed when received		
30.	Screening or Fencing – Barbed Wire or Electric		Dumpster required		
31.	Loading and Unloading Areas Shown and Dimensions		OK		
32.	Water Supply Location		Will be relocated		
33.	Fire Hydrant Location		-		
34.	Street Address		-		
35.	Property abuts residential district or is across the street from residential district.		Yes but set back is good		

Public Works Comments:

City Engineer Comments:

- 1) The ROW for Sharon will be abandoned but all other City easements for sanitary and storm will remain in effect.
- 2) The sanitary sewer on Sharon will be relocated and become private to Pekin Insurance. The abandoned sewer will need to be removed or capped to City standards. A new manhole will be set on right-of-way for transition from Private to City along with provide an inspection location. For proposed expansion the existing sanitary sewer is 8" VCP and capacity will need to be verified for IEPA permit.
- 3) Connection to the existing Storm Sewer for expansion will need to be verified and confirm capacity based on calculations on release from detention pond.
- 4) Design calculations for the stormwater will need to be submitted prior to approval and depth of Sanitary will need to be verified. A preliminary design review from the DNR to verify that a dam permit is not required for detention pond.
- 5) SWPPP and NOI for a State NPDES construction permit will be required prior to construction be allowed to start.
- 6) Max cross slope shall be 2% but not less than 1%
- 7) Sharon will be Vacated and new Driveway to the east and will not generate any additional traffic. IDOT permit will be dependent on the timing of the jurisdictional transfer of Court Street to the City.
- 8) No lighting shown, lighting plan will need to be reviewed

Code Enforcement Comments:

Fire Chief Comments:

Other Comments:

SEAL

SEAL

KEY PLAN

SCALE

No.	Description	Date

REVISIONS

DRAWN BY
APPROVED BY
CHECKED BY
DATE 2017.08.23
TITLE

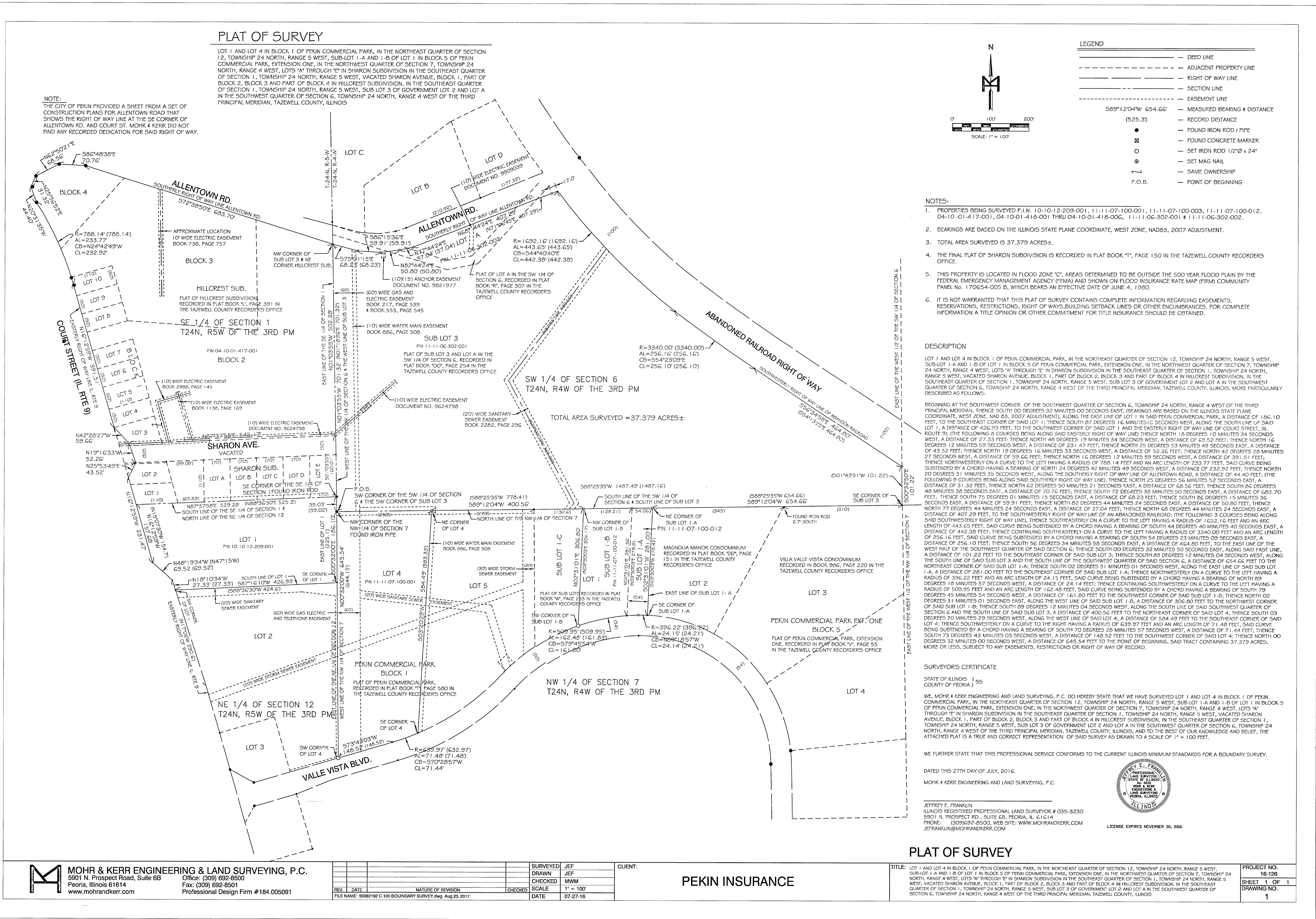
BOUNDARY
SURVEY

PROJECT NO. 50082192

C-100

SHEET NO.

Packet Pg. 75



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. Prospect Road, Suite 60
Peoria, Illinois 61614
www.mohrandkerr.com
Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

REV.	DATE	NATURE OF REVISION	CHECKED	DATE
1	07-27-16	INITIALS	JEF	07-27-16

PEKIN INSURANCE

SURVEYED	JEF
DRAWN	JEF
CHECKED	MWM
SCALE	1" = 100'
DATE	07-27-16

CLIENT: PEKIN INSURANCE

PEKIN INSURANCE OFFICE BUILDING
ADDITION & RENOVATION

2505 Court St. Pekin, IL 61558
Parking Lot Bid Package

Attachment: Pekin Ins. Sited 1234 - Ordinance No. 271-17103 and Plan Approving the Vacation of the Sharon Avenue Right-of-Way

SEAL

SEAL

KEY PLAN

SCALE

1"=20'

No. Description Date

REVISIONS

DRAWN BY MKH

APPROVED BY MPB

CHECKED BY MPB

DATE 2017.08.23

TITLE

EXISTING SITE PLAN

PROJECT NO.

5008219

C-101

SHEET NO.

Packet Pg. 76



EXISTING BUILDING
LOWER FLR EL= 632.50
UPPER FLR EL= 644.50

EX TRENCH DRAIN
GRATE= 640.75

EX ST INLET
RIM= 633.64
INV= 631.51

EX ST INLET
RIM= 633.75
INV= 632.03

EXISTING GENERATOR
AND ENCLOSURE

SHARON AVENUE

PK NAIL IN PAVT
CONTROL PT 2
N 1416042.47
E 2451681.17

EX CURB INLET
TIGRATE= 634.34
INV= 630.89

EX GUTTER INLET
TIGRATE= 634.66
INV= 632.19

EX SAN MH
RIM= 632.10
INV= 629.22

EX SAN MH
RIM= 637.28
INV= 635.31

BENCHMARK 2
FIRE HYDRANT NORTH
COLLAR BOLT
ELEV= 636.80

BENCHMARK 1
CHISELED SQUARE ON
LIGHT POLE CONC BASE
ELEV= 637.37

NOTE:
1. UNDERGROUND UTILITIES SHOWN HEREON WERE TAKEN FROM PREVIOUS SURVEY
INFORMATION, UTILITY COMPANY MAPS, AND LOCATION OF AT GRADE STRUCTURES
AND SHOULD BE CONSIDERED APPROXIMATE. THE ENGINEER MAKES NO GUARANTEE
THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE
AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT
WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION
INDICATED.

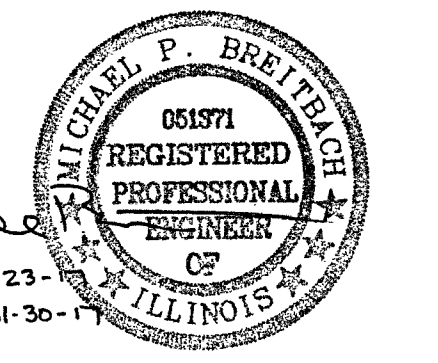
EXISTING SITE PLAN
SCALE: 1"=20'

2505 Court St., Pekin, IL 61558

=20'

APPROVED BY	
_____	MKH
APPROVED BY	
_____	MPB
CHECKED BY	
_____	MPB
DATE	
_____	2017.08.23

SHEET NO.





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 19, 2017

From: Mark Rothert, Administrative Service Director

AGENDA ITEM: Hanson Agreement for Runway Lights Design

AGENDA DATE REQUESTED: September 25, 2017

ACTION REQUESTED: Approve design services agreement with Hanson Professional Services for the project to Replace Airfield Electrical Vault, Replace Beacon Unit and Tower, Relocate Regulator; Replace Remaining Airfield Lighting, Signage and Navigational in the amount not to exceed \$90,140

DESCRIPTION: This project is the second phase for the replacement of airfield electrical components. The first phase was the replacement of the taxiway lights and improve them to LED lights which was completed this summer. This second phase will replace all other airfield electrical components (runway lights, navigational aids, wind indicator, beacon, vault enclosure, associated cabling), which have exceeded their useful life and are inefficient to operate and maintain. Although components of the airfield lighting system have been replaced or repaired in the past 20 years, and routine maintenance has been accomplished, many components have been estimated to be greater than 35 years old and are well beyond their life expectancy. An indication of the age and usefulness of this system the City has spent approximately \$20,000 in repairs to the system over the past six years. In addition, some components of this system, such as the lighted wind indicator, no longer meet Federal Aviation Administration (FAA) standards.

This agreement is for the design engineering phases associated with the second phase of the project. This phase includes the design engineering, and planning/special services engineering. This money is programed through IDOT's Division of Aeronautics' Airport Improvement Program in which the City is reimbursed 95% of the cost of engineering. The overall cost of the engineering service is \$90,140 for this agreement which is approximately 10% of the estimated construction cost and the final cost to the City for its share will be \$4,507.00. IDOT has reviewed the cost of this agreement and has approved them for participation.

FINANCIAL IMPACT: \$4,507 as the City is reimbursed from 95% of the cost from IDOT as this project is programed as part of the Airport Improvement Program

NEIGHBORHOOD CONCERNS: Failing lighting systems that hinder or cause dangerous

night navigation to the airport and increased maintenance cost of the aged system.	
IMPACT IF APPROVED: The engineering design will be completed and project will advance to letting	
IMPACT IF DENIED: The engineering design will not be completed and the project will not advance to letting and portions of our lighting system will be out of compliance with FAA.	
ALTERNATIVES: none	
RELATED TO EFFICIENCY STUDY: Capital planning for infrastructure planning	
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. Prepare Construction Plans and Specifications for letting by the Illinois Department of Transportation (IDOT) in accordance with the requirements stated herein and the project description contained within this document, for a single IDOT letting. Additional lettings shall require additional scope and budget.
2. Project will include:
 - 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. Conduct an onsite observation of the existing conditions to evaluate the potential factors affecting the project design and construction.
4. Prepare a Categorical Exclusion Checklist to meet the requirement National Environmental Protection Act (NEPA) requirements for the project, as directed.
5. Prepare and submit 7460 for vault, PAPI, and beacon installations.
6. Provide redline update of airport layout plan for airspace approval.
7. 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.
2. Construction phase services.

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 \$ 9,183.47
total amount not to exceed \$ 83,467.00
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 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 (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 \$ 845.06
total amount not to exceed \$ 6,673.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. **TERMINATION**

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. **CHANGE IN CONSTRUCTION PLANS**

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. **HOLD HARMLESS**

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and

employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The City of Pekin hereby certifies that it
(Sponsor)

has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. of Springfield, IL has
(Consultant) (Location)

been selected to provide the engineering services required for the project on:

August 27, 2012

(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance

must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the 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:

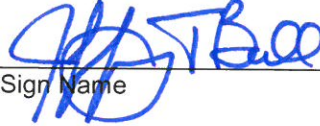
1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf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

08/28/17
Date


Sign Name

Jeffery T. Ball
Print Name

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"

(Reference: 49 CFR Part 26)

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.

Firm Name: **Prairie Engineer's of Illinois**

Subcontract Amount (\$): **5,500.00**

Prequalification Category	% of Work	DBE Certification
Architecture	3.71	541370-Surveying

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

(775 ILCS 25/2 Source: P.A. 85-909)

(Public Act 90-0572 Section 50-13)

Effective 06-30-2012

and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR #91932-00.

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug violations.
 - c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
 - d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.

- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Corporation)

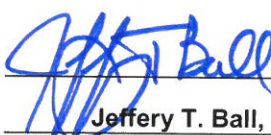
The undersigned, being a duly authorized officer and the duly elected Secretary of

Hanson Professional Services Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

____ day of _____, AD, 2017.

Hanson Professional Services Inc.
Corporation

BY 
Robert W. Cusick, Sr. Vice President
Printed Name & Title

BY 
Jeffery T. Ball, 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: Hason Airfield Lighting Design (1235 : Hanson Agreement for Runway Lights Design)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower

tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING

(Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

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

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Pekin, Illinois, this _____, 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 W. Cusick, Sr. Vice President

Printed Name & Title

BY _____

Jeffery T. Ball, 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 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>	_____	
	Lump Sum	
Total Amount Not to Exceed	NA	(Rounded Down)

Estimated cost of total professional design phase services from TIP: \$ 88,900.00

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>	<u>23,546.94</u>	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead¹</u>	<u>39,544.73</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>0.00</u>	
Meals/Per Diem ^{2,3}	<u>0.00</u>	
Transportation ²	<u>192.60</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>50.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment⁵</u>	<u>9,183.47</u>	
5. <u>Outside Services</u>	<u>10,950.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>83,467.00</u>	(Rounded Down)
OR		
Lump Sum		
Total Amount Not to Exceed	<u>N/A</u>	

Estimated Construction Cost: \$ 875,175.00 (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	28	66.11	1,851.08
Senior Project Engineer**		52.10	
Senior Project Architect			
Project Engineer	96	47.85	4,593.60
Project Architect			
Senior Electrical Engineer**	196	60.18	11,795.28
Senior Architect			
Engineer	48	36.44	1,749.12
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	86	38.21	3,286.06
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	10	27.18	271.08
Total	464 (hours)	50.75 (average)	23,546.94 (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>	_____	(ATTACHMENT C-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)
Estimated Number of Calendar Days: <u>TBD</u>		
Estimated Days of On-Site Resident Engineer Services: <u>TBD</u>		

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1**CONSTRUCTION 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	
Resident Engineer			
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 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>	<u>2,165.78</u>	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead¹</u>	<u>3,637.21</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>0.00</u>	
Meals/Per Diem ^{2,3}	<u>0.00</u>	
Transportation ²	<u>0.00</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>25.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment⁵</u>	<u>845.06</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
OR		
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>6,673.00</u>	(Rounded Down)
Lump Sum		
Total Amount Not to Exceed	<u>N/A</u>	

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1**PLANNING AND SPECIAL SERVICES****ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager	4	66.11	264.44
Senior Project Engineer**		52.10	
Senior Project Architect			
Project Engineer	10	47.85	478.50
Project Architect			
Senior Electrical Engineer**		60.18	
Senior Architect			
Engineer	4	36.44	145.76
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	32	38.21	1,222.72
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical	2	27.18	54.36
Total	52 (hours)	41.65 (average)	2,165.78 (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

Agreement Paragraph Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

Total _____

ENGINEERING FIRM

Name _____

Address _____

Prepared By _____

Date _____

NOTE:

This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT J**TESTING SCHEDULE**

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

ATTACHMENT K

TESTING RATES & COST SUMMARY

[illegible]

Attachment: Hason Airfield Lighting Design (1235 : Hanson Agreement for Runway Lights Design)

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 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

Print Name _____
 Title _____
 Signature _____
 Date _____

DBE Subconsultant

Print Name _____
 Title _____
 Signature _____
 Date _____

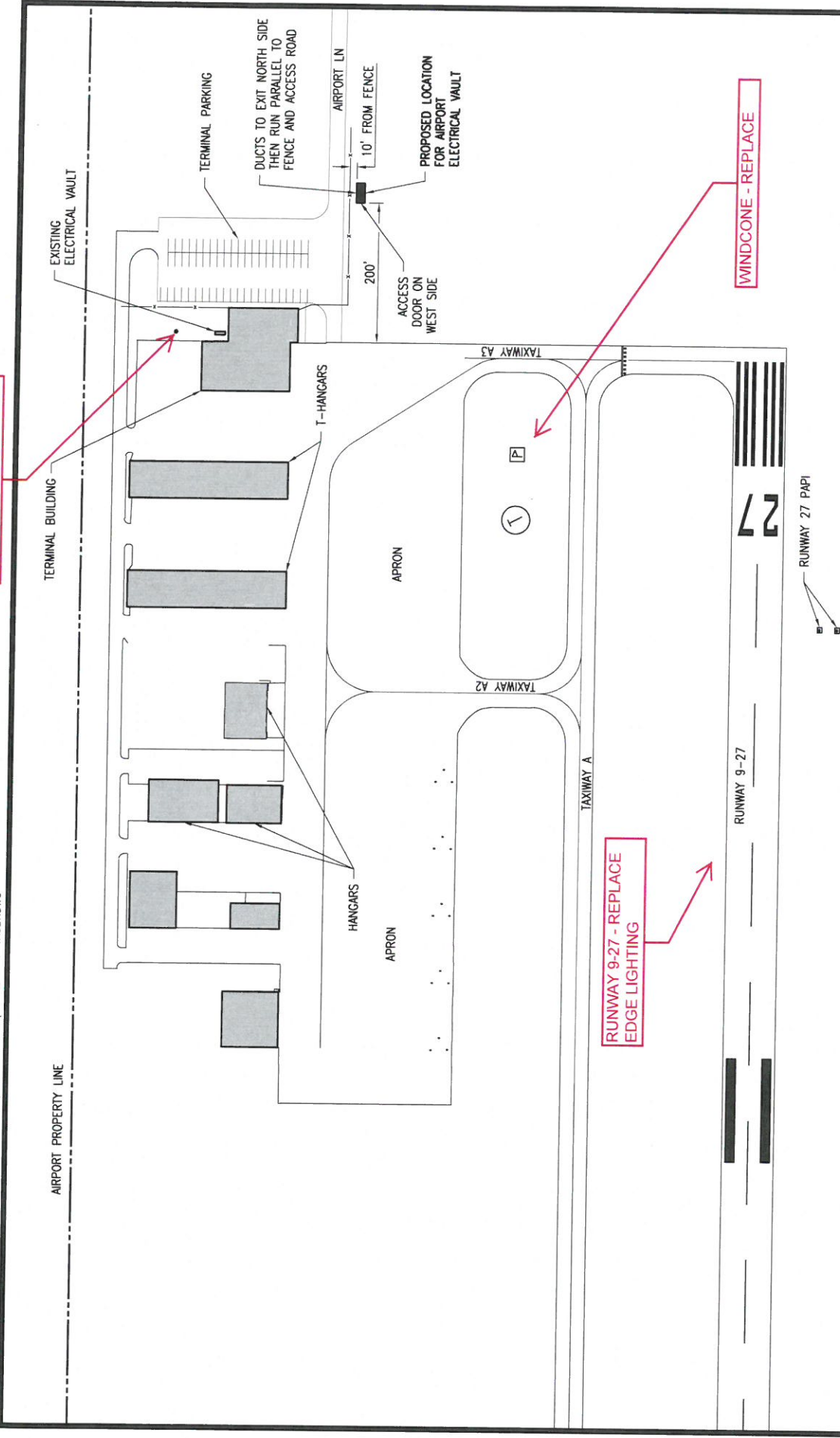
ATTACHMENT P
PROJECT SKETCH
(SEE NEXT PAGE)

Attachment: Hason Airfield Lighting Design (1235 : Hason Agreement for Runway Lights Design)



VAULT LOCATION

VAULT AND LIGHTING REPLACEMENT
PEKIN MUNICIPAL AIRPORT
PEKIN, IL



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: Hason Airfield Lighting Design (1235 : Hanson Agreement for Runway Lights Design)



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.

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 long, sweeping "C".

Bruce Carmitchel
Bureau Chief of Planning

Attachment: Hason Airfield Lighting Design (1235 : Hason Agreement for Runway Lights Design)

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: Hason Airfield Lighting Design (1235 : Hason Agreement for Runway Lights Design)

**2017 TRANSPORTATION IMPROVEMENT PROGRAM
ESTIMATE OF WORK**

Airport Name:	Pekin Municipal			
Associated City:	Pekin, Illinois			
Year Requested:	2017	Sponsor Priority:	1	

PROJECT TITLE:

Repl. Vault, Beacon, Rwy Ltg, Signs, Navaid

Estimate of Work

ITEM	QUANTITY		UNIT PRICE		PRICE	Potential DBE	
	#	Unit(s)	\$	/ Unit		\$	%
PAVEMENT							
Bituminous Pavement Milling		SY		/ SY	\$0	\$0.00	0.00%
HMA		TN		/ TN	\$0	\$0.00	0.00%
				/ 0	\$0	\$0.00	0.00%
				/ 0	\$0	\$0.00	0.00%

ELECTRICAL/NAVAIDS

High Intensity Airport Beacon	1	Each	\$10,000 / Each	\$10,000	\$0.00	0.00%
Beacon Removal	1	Each	\$1,500 / Each	\$1,500	\$0.00	0.00%
Beacon Tower	1	Each	\$40,000 / Each	\$40,000	\$0.00	0.00%
Remove Beacon Tower	1	Each	\$7,500 / Each	\$7,500	\$0.00	0.00%
1/C #6 XLP-USE	2,130	L.F.	\$3 / L.F.	\$6,390	\$0.00	0.00%
1/C #8 5KV UG CABLE IN UD	15,500	L.F.	\$6 / L.F.	\$85,250	\$0.00	0.00%
2/C #8 5KV UG CABLE IN UD	1,890	L.F.	\$7 / L.F.	\$12,285	\$0.00	0.00%
3/C #6 600 V UG Cable in UD	1,050	L.F.	\$12 / L.F.	\$12,600	\$0.00	0.00%
1/C #6 Ground	12,320	L.F.	\$3 / L.F.	\$30,800	\$0.00	0.00%
Construct Electrical Vault	1	L. S.	\$110,000 / L. S.	\$110,000	\$0.00	0.00%
Install Electrical Equipment	1	L. S.	\$125,000 / L. S.	\$125,000	\$0.00	0.00%
Remove Electrical Vault	1	L. S.	\$5,000 / L. S.	\$5,000	\$0.00	0.00%
3" DIRECTIONAL BORE	1,720	L.F.	\$35 / L.F.	\$60,200	\$0.00	0.00%
2" PVC DUCT, DIRECT BURY	70	L.F.	\$10 / L.F.	\$700	\$0.00	0.00%
4-WAY CONCRETE ENCASED DUCT	560	L.F.	\$75 / L.F.	\$42,000	\$0.00	0.00%
ELECTRICAL HANDHOLE	9	Each	\$4,000 / Each	\$36,000	\$0.00	0.00%
ELECTRICAL MANHOLE	6	Each	\$7,500 / Each	\$45,000	\$0.00	0.00%
MITL-STAKE MOUNTED	19	Each	\$600 / Each	\$11,400	\$0.00	0.00%
MITL-BASE MOUNTED	8	Each	\$1,100 / Each	\$8,800	\$0.00	0.00%
TAXI GUIDANCE SIGN, 1 CHARACTER	1	Each	\$4,250 / Each	\$4,250	\$0.00	0.00%
TAXI GUIDANCE SIGN, 4 CHARACTER	2	Each	\$5,000 / Each	\$10,000	\$0.00	0.00%
TAXI GUIDANCE SIGN, 5 CHARACTER	1	Each	\$5,250 / Each	\$5,250	\$0.00	0.00%
TAXI GUIDANCE SIGN, 6 CHARACTER	1	Each	\$5,500 / Each	\$5,500	\$0.00	0.00%
MIRL, STAKE MOUNTED	38	Each	\$750 / Each	\$28,500	\$0.00	0.00%
MIRL, BASE MOUNTED	13	Each	\$1,250 / Each	\$16,250	\$0.00	0.00%
MI THRESHOLD LIGHT STAKE MTD	12	Each	\$750 / Each	\$9,000	\$0.00	0.00%
MI THRESHOLD LIGHT BASE MTD	4	Each	\$1,250 / Each	\$5,000	\$0.00	0.00%
Splice Can	1	Each	\$1,000 / Each	\$1,000	\$0.00	0.00%
REILS	2	PAIR	\$22,500 / PAIR	\$45,000	\$0.00	0.00%
PAPI (L-880 SYSTEM)	1	Each	\$35,000 / Each	\$35,000	\$0.00	0.00%
REMOVE AIRFIELD LIGHTING	1	L.S.	\$15,000 / L.S.	\$15,000	\$0.00	0.00%
			/ 0	\$0	\$0.00	0.00%

OTHER / MISC.

Field Office	1	EA	\$15,000 / EA	\$15,000	\$0.00	0.00%
Erosion Control	1	LS	\$0 / LS	\$0	\$0.00	100.00%
Mobilization	1	LS	\$30,000 / LS	\$30,000	\$0.00	0.00%
Contingency	1	LS	\$43,759 / LS	\$43,759	\$0.00	0.00%
Engineering-SS	1	LS	\$6,673 / LS	\$6,673	\$0.00	0.00%
Engineering-Design	1	LS	\$80,967 / LS	\$80,967	\$3,000.00	3.71%
Engineering-Construction	1	LS	\$108,000 / LS	\$108,000	\$0.00	0.00%
Flight Check	1	LS	\$8,500 / LS	\$8,500	\$0.00	0.00%

TOTAL COST:	Potential DBE	
	\$	%
\$1,123,074	\$3,000.00	0.27%

Attachment: Hason Airfield Lighting Design (1235 : Hanson Agreement for Runway Lights Design)

ATTACHMENT U
RETAINER AGREEMENT
(SEE NEXT PAGE)

Attachment: Hason Airfield Lighting Design (1235 : Hason Agreement for Runway Lights Design)

FILE

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

THIS AGREEMENT, made at Pekin, Illinois, this 27th day of August, 2012, by and between the City of Pekin (hereinafter referred to as the "Owner"), as Party of the First Part, and Hanson Professional Services Inc. (hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of a public air navigation facility known as the Pekin Municipal Airport (hereafter referred to as "Airport"), located in Latitude 40°29'17", Longitude 89°40'33", in Tazewell County, State of Illinois; and

WHEREAS, the development program shall be described as:

The Owner has selected the Consultant for the purposes of providing professional consulting services associated with the following items. It is the intent of the Owner to enter into a Retainer Contract with the Consultant during the period of time that these projects are to be undertaken.

1. Rehabilitate West Apron – Phase II;
2. Construct Terminal Building Improvements;
3. Rehabilitate Airfield Electrical System;
4. Install Perimeter Fence;
5. Environmental Assessment for Parallel Taxiway to Runway 9-27;
6. Construct Parallel Taxiway to Runway 9-27;
7. Construct New T-Hangar Taxiway and Site Development;

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Department");

WHEREAS, The Consultant agrees to furnish executed "Certification of Consultant" and certain professional consulting services enumerated hereinafter, in connection with the aforesaid development program.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

D. Special Services

1. For work efforts not applicable to a Design or Construction project, and upon completion of the programming and budgeting of all or any part of the Scope of Work covered by this Agreement, the parties hereto agree to negotiate and execute an Agreement for Consultant Services covering the specifically defined parts of the Scope of Work which are to be funded under a specific project. The Agreement(s) will cover the Special Services of the specific project.

II. CHARGES FOR CONSULTANT SERVICES

- A. The Owner agrees to pay the Consultant as compensation for rendering the professional consulting services herein above described in Section I, Paragraphs A and B, based on an approved Agreement for Consultant Services.
- B. The Owner, by a written thirty (30) day notice, may terminate this Agreement in whole or in part at any time, because of the failure of the other party to fulfill his Agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have accumulated by the Consultant in performing this Agreement whether completed on in process.

If, after notice of termination for failure to fulfill Agreement obligations it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. It is further mutually agreed by the parties hereto that all reproducible and copies of the drawings, tracings, cost estimates, plans, and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Owner and basic survey notes and sketches, computations and other data shall be made available upon request to the Owner without restriction or limitation on their use.

B. During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest agrees as follows:

1. The Consultant agrees to conduct the services in compliance with all the requirements of Advisory Circular 150/5100-14D, or the most current version of the guidance at the time the work is completed, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices.
3. In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Pekin, Illinois,
this 27th day of August, 2012.

ATTEST:
(SEAL)

CITY OF PEKIN

BY: Sue E. McMillan

PRINTED NAME: Sue E. McMillan

TITLE: City Clerk

BY: Laurie L. Barva

PRINTED NAME: Laurie L. Barva

TITLE: Mayor

ATTEST:
(SEAL)

HANSON PROFESSIONAL SERVICES INC.

BY: [Signature]

PRINTED NAME: John P. Coombe

TITLE: Secretary/Executive Vice President

91932-000
Illinois Human Rights Number

BY: [Signature]

PRINTED NAME: Jeffrey T. Ball

TITLE: Senior Vice President

37-0844717
Federal Employer's Identification Number
(F.E.I.N.)

Attachment: Hason Airfield Lighting Design (1235 : Hanson Agreement for Runway Lights Design)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: September 20, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Midwest Engineering Task Order 3 Street Capital plan

AGENDA DATE REQUESTED: September 25, 2017

ACTION REQUESTED: To approve Task Order 003 for the Master Service Agreement with Midwest Engineering Associates for Preliminary Engineering for a lump sum of \$14,150.00

DESCRIPTION: The City Council approved a master service agreement with Midwest Engineering during May 8th council meeting to assist the City with street and sidewalk maintenance for the next three years. Previously task order 001 was for the plan and specification development for the mill and overlay projects and task order 002 was for the plan and specification development for the crack fill project. These projects have been awarded at the last council meeting and are scheduled to begin soon. This council action item is for task order 003 which is to assist the City in evaluation of the roads to create a listing of roads in need of repair for next budget year. The roads will be evaluated based on several factors such as cracking, potholes, smoothness, weathering, roughness and overall condition which will be compared the ratings compiled in 2014. Roads will then be grouped into categories based on the type of maintenance needed with recommendation of the top ten roadways for each category including the opinion of probable cost for the repairs. This listing of roads will be presented to council along with the estimated FY 18-19 budget to gather Council's input on the consideration of road selections.

FINANCIAL IMPACT: \$14,500 of MFT

NEIGHBORHOOD CONCERNS: Maintained roadways for the community

IMPACT IF APPROVED: Midwest will assist in the preparation of the list of roadway projects for next budget year

IMPACT IF DENIED: Midwest Engineering will not assist in the preparation of list of roadway projects for next budget year.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY: Creation of a capital plan to maintain the infrastructure including roadways

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:



September 20th, 2017

Mr. Mike Guerra, P.E.
City Engineer
City of Pekin
111 South Capitol Street
Pekin, Illinois 61554

Re: Task Order No. 003 Preliminary Engineering – Pavement Evaluation of City Streets based on the Master Services Agreement for Professional Services dated April 25th, 2017 between Midwest Engineering Associates, Inc. and the City of Pekin

Dear Mr. Guerra:

We are enclosing Task Order Exhibit A for the proposed work. Please review and let us know if you have any questions regarding the scope, schedule, or fees proposed. If the Task Order meets your approval, please sign and return one copy with original signatures.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Culp", is written over a horizontal line.

Robert Culp, P.E., C.F.M.
Senior Project Manager

Enclosure
Exhibit A



EXHIBIT A

TO

MASTER SERVICES AGREEMENT TASK ORDER NO. 003

DATE September 20th, 2017

PROJECT SUMMARY SHEET

Project Name: Preliminary Engineering – Pavement Evaluation of City Streets

Midwest Engineering Associates, Inc. Job No.: 20170075

Midwest Engineering Associates, Inc. Project Manager: Robert Culp

Scope of Services Requested:

Provide Preliminary Engineering Services for the following projects:

Pavement Evaluation of City Streets

The pavement evaluation will consist of the following:

- Drive each City Street and visual observe and rate the pavement's surface condition.
- The pavement's surface condition will be evaluated based on the Pavement Surface Evaluation and Rating (PASER) as defined in Chapter 45 of the Illinois Department of Transportation's Bureau of Local Roads and Streets Manual. The results of this visual evaluation of the pavement's surface condition will be compared to the evaluation (PCI's) completed by others on behalf of the City in 2014.
- The roughness/ride quality of the pavement will also be evaluated. The qualitative assessment of the pavement's roughness will be based on the categories: not rough, slightly rough, moderate rough, very rough. The results of this qualitative assessment of the pavement's roughness/ride quality will be compared to the assessment completed by other on behalf of the City in 2014.
- The evaluation of the pavement's surface condition and the pavement's roughness will be based on a simple subjective window survey where each street is driven a minimum of one direction.
- The results of the pavement evaluation will be utilized to recommend up to ten streets and/or street segments for each of the following proposed types of pavement rehabilitation.
 - Milling and overlaying with hot-mix asphalt
 - Surface treatment (chip sealing)
 - Crack sealing

The recommendations will be based on streets with the "worst" pavement condition and/or ride quality and for those streets with similar ratings other criteria may be used such as which street has the higher average daily traffic volumes, was one street improved more recently than the other, etc.



- Meet with the Engineering Department to review the preliminary results and make any necessary revisions.
- Based on the Engineering Department's review comments the results will be revised, if necessary, and an opinion of probable construction cost to rehabilitate each one of the streets based on the proposed methodology will be prepared.
- A final written recommendation of up to the ten "worst" streets in need of rehabilitation for each of the proposed rehabilitation methodologies will be submitted to the City Engineer. The written recommendation will include the opinion of probable construction costs.

Schedule:

The final written recommendation will be submitted to the City Engineer on or before Friday October 13th, 2017.

Estimated Hours & Costs:

Midwest Engineering Associates, Inc. proposes to perform the above Scope of Services on a time and materials basis using a 2.8 direct labor multiplier. The estimated total fee for the project will be approximately **\$14,150**.

The undersigned hereby state that they are duly authorized agents of Midwest Engineering Associates, Inc. (MWEA) and the City of Pekin and that the terms and conditions stated in the Master Services Agreement for Professional Services between Midwest Engineering Associates and the City of Pekin dated April 25th, 2017 are understood by them and herewith agreed to and accepted as governing this Task Order. If acceptable, please indicate your acceptance of this proposal by having an authorized representative of your City execute both copies and return one to our office.

Mike, thanks for another opportunity to assist the City with this project. If you have any questions, please contact us.



Midwest Engineering
Associates, Inc.

MWEA

City of Pekin

By: Ken Coulter *KAC*

By: _____

Title: Sr. Project Manager

Title: _____

Date: 9/20/17

Date: _____

MWEA

City of Pekin

By: Mark Lipe

By: _____

Title: Sr. Project Manager

Title: _____

Date: 9/20/17

Date: _____