

REGULAR COUNCIL MEETING MONDAY, JULY 22, 2013
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE <i>Mayor Laurie Barra</i>		
3.0 ROLL CALL <i>Clerk to Call the Roll</i>		
4.0 APPROVAL OF AGENDA ACTION: Motion to approve the meeting agenda. VOTE REQUIRED		
5.0 APPROVAL OF MINUTES ACTION: Motion to approve minutes of the Regular Council Meeting of July 8, 2013. VOTE REQUIRED		
6.0 PUBLIC INPUT ON AGENDA ITEMS <i>Speakers to state name, address, and spell last name. Speakers will be given 5 minutes to address the Council. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.</i>		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports: Tazewell County Animal Control June Report.		
7.2 Receive and File: Pekin Public Library Annual Report		
7.3 Receive and File: Airport Lease with Carol Lindstrom and Mark Reecy		
ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote. VOTE REQUIRED TO APPROVE CONSENT AGENDA		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Quarterly Finance Report	JSW	5
9.0 NEW BUSINESS		

9.1 Hanson Agreement Airport DESCRIPTION: Design services for the installation of sub grade drainage; remove and replace the bituminous pavement; crack repair for runway. ACTION: Motion to approve the agreement. VOTE REQUIRED	MG	3
9.2 Hanson Agreement Airport DESCRIPTION: Phase III engineering for the rehabilitation of the west general aviation ramp. ACTION: Motion to approve the agreement. VOTE REQUIRED	MG	3
9.3 Concur with State Bid for Airport Construction Project DESCRIPTION: To concur with State bid of \$415,654.60 and award to low bidder RA Cullinan and Son, Inc for the rehabilitation of the west general aviation ramp. ACTION: Motion to concur. VOTE REQUIRED	MG	3
9.4 Resolution No. 77-13/14 – IDOT Resolution for Maintenance of Streets and Highways for Municipality - Motor Fuel Tax Fund DESCRIPTION: MFT resolution appropriating \$200,000.00 for annual seal coat project. ACTION: Motion to adopt the resolution. VOTE REQUIRED	MG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL 10.1 Council Members 10.2 Staff 10.3 Five Minute Public Questions 10.4 Press Time		
11.0 EXECUTIVE SESSION 65 ILCS 120/2 (c)		
12.0 ADJOURN No Vote Required		

Column 1 Key:

JW Joseph Wuellner City Manager
 MG Michael Guerra City Engineer
 JSW James Wolf Treasurer

Column 2 Key:

- 1 A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

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

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

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, JULY 8, 2013, AT 5:30 O'CLOCK P.M.
LAURIE L. BARRA * MAYOR * PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, MCCABE, GILLESPIE, GOLDEN, ORRICK, AND BARRA

ABSENT: HENDRICKS

The **Pledge of Allegiance** was led by Mayor Barra.

Roll was called. All members were physically present except Council Member Hendricks. A quorum was present.

AGENDA

Motion by Council Member Orrick, seconded by Council Member Gillespie, that **the agenda be approved as presented**. On roll call vote all present voted Aye.

MINUTES

Motion by Council Member Orrick, seconded by Council Member McCabe, that the **minutes of the Regular City Council Meeting of June 24, 2013 and the minutes of the Special Goal Setting Meeting of June 10, 2013 be approved as written**. On roll call vote, all present voted Aye.

CONSENT AGENDA

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

7.1 Receive and File Monthly Reports: Police Department May Report and Liquor Commission Minutes dated June 19, 2013.
7.2 Receive and File Bids HVAC Maintenance of Municipal Buildings July 1, 2013- June 30, 2016.
7.3 Resolution No. 75-13/14 – Mayor’s Appointments to the Human Rights Committee of Linda Seth to fill the unexpired term of Marie Wynia until May 2015 and Teleisa Crnkovich to fill the unexpired term of Michael Freilinger until May 2016.
7.4 Resolution No. 76-13/14 – Mayor’s Appointment of Appointment of William Craig to the Library Board to fill the unexpired term of Corey Shannon until June 30, 2016.
7.5 Receive and File Illinois Department of Transportation Audit Report No. 67 January 1, 2001-December 31, 2011.
7.6 Receive and File Zoning Board of Appeals Minutes dated June 12, 2013.
7.7 Receive and File Pekin Planning Commission Minutes dated June 12, 2013.
7.8 Receive and File Pekin Planning Commission Hearings and Recommendations: a. Hearing #05-1866-recommends approval of the Site Plan for a U-Haul Business located at 100 N. 13 th Street PIN #04-04-35-451-006 and 04-04-35-454-004. b. Hearing #05-1867-recommends approval of the Special Use for a U-Haul Business located at 100 N. 13 th Street PIN #04-04-35-451-006 and 04-04-35-454-004.

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Public Hearing

Mayor Barra open a public hearing at 5:35 p.m. for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the annexation to the City of Pekin of contiguous tracts of property comprising approximately 2.2 acres. The Council was informed that Oscar and Wilma Irby filed a voluntary petition to be within the corporate limits to be able to hookup to City sewer service the property commonly known as 3187 Mall Road. The City maintained an easement through the southwest portion of one of the two parcels. Proper Notice and Affidavit of mailings to Cincinnati Township entities were completed. Council Member Golden questioned the number of properties in and out of the City on Mall Road. There were no other comments hear. The Mayor closed the hearing at 5:37 p.m.

NEW BUSINESS

ORDINANCE NO. 2687-13/14

ANNEXATION OF CERTAIN PROPERTY

PIN #10-10-13-201-001 AND PIN #101-10-13-201-002

Motion by Council Member McCabe, seconded by Council Member Orrick, that **Ordinance No. 2687-13/14 be adopted.** On roll call vote, all present voted Aye.

Motion by Council Member Golden, seconded by Council Member Hendricks that the **SITE PLAN FOR A U-HAUL BUSINESS AT 100 N. 13TH STREET** be approved. Code Enforcement Office Ron Sieh addressed both the site plan and the special use request from Kevin Bresnahan. Council was advised that the business had been operational for 28 years as sale and repair but had recently included U-Haul vehicles. Mr. Bresnahan had been asked to apply for the use in a B-3 zone. Council Members' questions were addressed as to Planning Commission recommendation and if complaints had been received from the residential adjoining neighbors. Council Member McCabe expressed concern that the approval should limit the number of vehicles on the lot at one time. It was Assistant Corporation Counsel Sue Bosich's opinion that if the number of trucks became a nuisance the Council could revisit the matter. On roll call vote, Ayes, Abel, Orrick, Gillespie, Golden, Barra; Nay, McCabe; absent, Hendricks. Motion Carried.

Motion by Council Member Abel, seconded by Council Member Orrick that the **SPECIAL USE FOR A U-HAUL BUSINESS AT 100 N. 13TH STREET** be approved. On roll call vote, Ayes, Abel, Orrick, Gillespie, Golden, Barra; Nay, McCabe; absent, Hendricks. Motion Carried..

Motion by Council Member Gillespie, seconded by Council Member Abel that the **BIDS FOR THE HVAC CONTRACT be accepted and that the contract be awarded to G & B MECHANICAL.** Council was informed that the maintenance contract for the Heating, Ventilation, Air Conditioning had expired. A walk-thru of all municipal building was conducted on June 10, 2013 and 3 bids received at the opening on June 17, 2013. It was recommended to approve the low bid in the amount of \$8,500.00, \$380.00 Wastewater Treatment Plant, and \$95.00 hourly call out rate for a 3 years term until June 30, 2016. Council Member McCabe questioned the large spread of the high and low bid. Code Enforcement Officer Ron Sieh felt the current contractor was familiar with the setup and boilers operations of City Hall and understood the costs. On roll call vote, all present voted Aye.

Motion by Council Member Gillespie, seconded by Council Member Orrick that the **2012 CAPER** be approved. Pamela Anderson, Community Development Director presented both the Consolidated Annual Performance Evaluation Report for the Community Development Block Grant (CDBG) entitlement and the 2013 Action Plan Amendment #1. She stated that HUD requires a yearly evaluation report stating the accomplished goals for the past fiscal year and performance measurements based from the Five Year Consolidated Plan. The draft had been on public review from June 17- July 5, 2013 with a public hearing on July 2, 2013 at 5:00 p.m. Substantial changes to the allocation of dollars required an amendment, reallocated from the 2012 CAPER to 2013 HUD fiscal year projects. Therefore she presented to Council a 2013 Action Plan Amendment. She addressed Council question regarding the "timeliness" matter being discussed with HUD and informed the Mayor that the City would still receive our allocation. Council Member Golden

asked if there would be HUD money for the ADA Transition Plan and was told yes. On roll call vote, all present vote Aye. ⁶

Motion by Council Member Gillespie, seconded by Council Member Orrick that the **2013 ACTION PLAN AMENDMENT** be approved. On roll call vote, all present vote Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Abel informed the public that a drop box was available in front of the post office for payment of the Waste Water billings.

Council Member Orrick alerted staff to problems streets, particularly the brick pot holes on Buena Vista, 7th Street, and 10th and Court area around manhole covers.

Council Member Golden questioned if there would be a continual increase in the waste water fee. City Manager Wuellner explained that the Council had approved the dollar amounts per code for year 2010-2015 in order to repay the IEPA loans. The Council would be provided with the original spread sheet that disclosed the complete funding schedule analysis.

Mayor Barra reported that Council Member Hendricks was unable to attend the next two meetings electronically. He was experiencing a study trip to Africa and sent his condolences that the location did not allow him to conference in by phone.

Phillis Myers, 2500 Court Street reported that she had felt tremors at her house which she felt were earthquakes and questioned if the City would do something about them. She was told if she felt there was a danger to contact her homeowners insurance for mine subsidence information.

Dale Kuntz, 5 Fox Point, addressed the Council on the following completed projects:

- Pot hole on Point East Court @ Fox Point
- Island divider on Court Street in front of Eastside Fire Station weeded and swept

He suggested that the Welcome signs at the entrances have a major make-over.

EXECUTIVE SESSION

Motion by Council Member Golden, seconded by Council Member Orrick, that the Council move to Executive Session at 6:20 p.m. to discuss 65 ILCS 120/2 (c) (5) Acquisition of Property. Unanimously approved by voice vote.

Council returned to open session. No further business to come before the Council, motion by Council Member Golden, seconded by Council Member Orrick to adjourn. Unanimously approved by voice vote. Mayor Barra adjourned the meeting.

COUNCIL ADJOURNED AT 6:40 P.M.

Sue E. McMillan
City Clerk

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 7-1-13

Billing For Month of *June*

\$3,753.84Tazewell Animal Control
PO BOX 158
TREMONT IL 61568CITY OF PEKIN
111 S CAPITAL ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between June 1, 2013 and June 30, 2013

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	HOMER	City	1102 MECHANIC	6/1/2013	Dog	BORDER MIX	REL	11	130884
	HARMS	City	1409 S 11TH	6/13/2013	Cat	DSH	R	4	130955
	HOMER	City	115 DELL	6/1/2013	Dog	PUG	A	6	130883
	HOMER	City	1115 DELL	6/1/2013	Dog	PUG	R	2	130882
	HARMS	City	100 TAPS LANE	6/13/2013	Dog	SHIHPOO	REL	8	130965
	HARMS	City	1212 HIGHLAND	6/13/2013	Dog	PIT	R	1	130966
	HARMS	City	1402 CAMDEN	6/13/2013	Cat	DSH	E	8	130967
	HARMS	City	1402 CAMDEN	6/13/2013	Cat	DSH	E	8	130968
	HOMER	City	n pekin park	6/12/2013	Other	MALLARD	REL	-10	130959
	HARMS	City	1013 S 8TH	6/15/2013	Cat	DLH			130982
	HOMER	City	1515 SARA LANE	6/6/2013	Cat	DSH	E	0	130920
	Hoyland	City	712 S 7TH	6/7/2013	Cat	DSH	R	3	130922
	Hoyland	City	MCKENZIE BLDG	6/6/2013	Other	PIGEON	REL	0	130913
	Hoyland	City	504 MANOR	6/7/2013	Cat	DSH	E	5	130926
	HOMER	City	278 KOCH	6/6/2013	Dog	BEAGLE	REL	19	130912
	Hoyland	City	1420 charlotte	6/11/2013	Dog	pit	E	0	130928
	Hoyland	City	504 MANOR	6/11/2013	Cat	DSH	E	3	130934
	Hoyland	City	1518 HOWARD CT	6/11/2013	Cat	DLH	REL	1	130946
	HARMS	City	PEKIN PARK MNT BLD	6/11/2013	Dog	LAB PIT	R	1	130941
	Hoyland	City	504 MANOR	6/12/2013	Cat	DSH	E	2	130949
	HOMER	City	278 KOCH	6/6/2013	Dog	CHOW MIX	E	20	130911
	Hoyland	City	1524 HOWARD CT	6/4/2013	Dog	BEAGLE/BASSET	R	3	130901
	HOMER	City	LOWER COURT MCDONALDS	6/3/2013	Cat	DSH	E	1	130895
	Hoyland	City	1518 HOWARD CT	6/11/2013	Dog	COCKER	REL	1	130943
	Hoyland	City	1518 HOWARD	6/11/2013	Dog	COCKER	REL	1	130944
	Hoyland	City	1518 HOWARD CT	6/11/2013	Cat	DSH	REL	1	130945
	HARMS	City	PEKIN PARK MNT BLD	6/11/2013	Dog	PIT MIX	R	1	130942
	Hoyland	City	504 MANOR	6/11/2013	Cat	DSH	E	3	130935
	Hoyland	City	1403 N 8TH #3	6/27/2013	Cat	DSH			131062
	Hoyland	City	1926 ST CLAIR	6/24/2013	Dog	YORKIE	R	2	131026
	HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130971
	HOMER	City	STATIUM	6/24/2013	Other	MALLARD	REL	0	131028
	HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130979
	HOMER	City	STATIUM	6/24/2013	Other	MALLARDS	REL	0	131030
	HOMER	City	STATIUM	6/24/2013	Other	MALLARD	REL	0	131031
	HOMER	City	STATIUM	6/24/2013	Other	MALLARD	REL	0	131033
	HOMER	City	STATIUM	6/24/2013	Other	MALLARD	REL	0	131034
	HOMER	City	STATIUM	6/24/2013	Other	MALLARD	REL	0	131035
	HOMER	City	1402 CAMDEN ST	6/24/2013	Dog	SIB HUSKY	E	0	131025
	Hoyland	City	350 SOUTH	6/26/2013	Dog	HUSKY	R	0	131048
	HOMER	City	statium	6/24/2013	Other	mallard	REL	0	131027
	HOMER	City	KROGER ON BROADWAY	6/27/2013	Dog	LAB MIX	R	1	131065
	HOMER	City	1609 WILLOW	6/27/2013	Dog	PIT	R	1	131066
	Hoyland	City	2404 court	6/28/2013	Dog	JACK RUSSELL	R	3	131076
	Hoyland	City	300 KOCH	6/28/2013	Dog	HUSKY MIX			131077
	Hoyland	City	508 SHERWOOD	6/29/2013	Cat	DSH	E	2	131079
	Hoyland	City	508 SHERWOOD	6/29/2013	Cat	DSH	E	2	131080
	Hoyland	City	PEKIN ER	6/29/2013	Other	RACCOON	E	0	131081
	Hoyland	City	SHERIDAN & MEMORIAL	6/29/2013	Other	SQUIRREL	D	0	131082
	HOMER	City	1509 N 9TH	6/30/2013	Dog	LAB	E	0	131084
	Hoyland	City	1503 N 11TH	6/25/2013	Dog	DALMATION	R	1	131040
	HARMS	City	1234 N 8TH	6/16/2013	Dog	GERM SHEP			130986
	HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130972
	HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130973

HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130974
HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130975
HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130976
HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130977
HARMS	City	KROGER	6/14/2013	Other	MALLARD	REL	0	130978
HARMS	City	2200 GLENDALE AVE	6/19/2013	Dog	PIT	E	2	131006
HOMER	City	STATIUM	6/24/2013	Other	MALLARD	REL	0	131029
HARMS	City	1830 HIGH WOOD	6/15/2013	Dog	LAB	R	2	130984
HOMER	City	1002 IRENE	6/24/2013	Cat	DSH	E	0	131024
HARMS	City	2700 BLK SHERIDAN	6/17/2013	Dog	SHEP MIX	REL	10	130992
Hoyland	City	100 TAPS LANE	6/21/2013	Dog	SHIHTZUE	R	0	131014
Hoyland	City	100 TAPS LANE	6/19/2013	Cat	DSH	E	2	131003
Hoyland	City	1201 CATHERINE	6/19/2013	Cat	DSH	E	9	131002
HARMS	City	100 TAPS	6/18/2013	Dog	PUG	R	1	130997
HARMS	City	1234 N 8TH	6/16/2013	Dog	GERM SHEP	R	1	130986
HARMS	City	1920 WILLOW	6/18/2013	Cat	DSH	E	8	130995
HARMS	City	6TH AND CATHERINE	6/14/2013	Dog	GRT PYRENEES	R	4	130980

Total Dogs picked up in Pekin: 30

Total Cats picked up in Pekin: 20

Total Others picked up in Pekin: 21

Animal Counts Brought in by Individuals between June 1, 2013 and June 30, 2013

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Owner R	County	13722 4TH ST	6/17/2013	Dog	LAB	E	0	130987
	Individua	City	822 STATE ST	6/4/2013	Dog	PIT	E	2	130898
	Individua	City	2315 BROADWAY	6/4/2013	Cat	DSH	E	8	130899
	Individua	City	427 CATHERINE ST	6/5/2013	Cat	DSH	A	12	130907
	Individua	City	2413 MAYWOOD	6/18/2013	Cat	DSH	E	1	130993
	Individua	City	2315 BROADWAY RD	6/19/2013	Cat	DSH	REL	8	131004
	Individua	City	100 TAPS LANE	6/21/2013	Dog	JACK RUSSELL	R	0	131012
	Individua	City	17339 RED SHALE HILL RD	6/25/2013	Dog	HEELER			131038
	Individua	City	809 AUDUBON	6/2/2013	Cat	DSH	E	3	130887
	Owner R	City	410 WINTER	6/12/2013	Dog	LAB	E	0	130947
	Owner R	City	1604 MARTIN DR	6/28/2013	Dog	PUGGLE	E	3	131072
	Owner R	City	2200 GLENDALE AVE	6/19/2013	Dog	PIT	E	2	131006
	Owner R	City	NO ADDRESS	6/21/2013	Cat	DSH	E	3	131015
	Owner R	City	1501 S 4TH ST	6/25/2013	Cat	DSH	E	1	131037
	Owner R	City	1501 S 4TH ST	6/25/2013	Cat	DSH	E	3	131042
	Owner R	City	1501 S 4TH	6/25/2013	Cat	DSH	E	3	131043
	Owner R	City	1501 S 4TH	6/25/2013	Cat	DSH	E	3	131044
	Owner R	City	1501 S 4TH	6/25/2013	Cat	DSH	E	3	131045
	Owner R	City	1604 MARTIN DR	6/28/2013	Dog	CHOW MIX	E	3	131071
	Owner R	City	1024 MECHANIC	6/11/2013	Dog	GERM SHORT HAI	REL	0	130933

Total Dogs picked up in Pekin: 9

Total Cats picked up in Pekin: 11

Total Others picked up in Pekin: 0



Jeff Brooks • Director

301 South 4th Street • Pekin, IL 61554 • phone: (309) 347-7111 • fax: (309) 347-6587 • e-mail: jbrooks@pekinpubliclibrary.org

Date: July 1, 2013
To: Pekin City Mayor and Council Members
RE: Annual Report of the Pekin Public Library

Please see the attached Library's Annual Report compiled using the State's reporting system. The State Library collects a great deal of statistical and financial data on its public libraries, and the compiled data is made available to all libraries one to two years later. We find that information useful when researching services provided at other libraries with comparable operating budgets, or at libraries in communities with similar EAV and population.

Between FY2012 and FY2013, our number of registered borrowers increased by 1,124 (+7.2%) to 16,712. Almost one thousand of the new cards are Pekin city residents. Sixty-eight of those new cards were from new South Pekin members thanks to our new contract providing their library services. Fifty-four additional non-resident cards are a result of the Library Board using the State Library's tax-bill method for computing non-resident card fees. This has allowed our rate to be applied to their property's EAV as if the property were within Pekin city limits. The result is that more lower-income families have been able to afford a library card. Our new card holders helped increase the circulation of library materials 3.2% over the previous year to 272,402.

Children's services has been busy this past year. We added our Children's Storybook Garden programming series in 2012 where over 1000 children attended new programs about nature. Our master gardener also has an early literacy background, and used nature as the theme to bring reading into every program. As a result of our efforts, attendance at our children's programs rose 32.5%. Finally, circulation of children's materials increased 5.6%.

I will be at the July 22nd meeting to answer any questions you may have. If you have need of more data, please contact me ahead of the meeting so that I may have time to prepare a meaningful answer.

Sincerely,

Jeff Brooks, Director

IPLAR

As Secretary of State and State librarian, I commend our Illinois public libraries on the outstanding services they provide that enhance and enrich the lives of our citizens.

I truly appreciate the efforts and hard work of the 600+ Illinois public libraries in completing the Illinois Public Library Annual Report (IPLAR). The collected data provides a concise snapshot of the current status of Illinois public library services and programs. In addition, the collected information is shared nationally through the Federal-State Cooperative System (FSCS) for Public Library Data. As a result, Illinois librarians have the opportunity to compare themselves with their Illinois peers and librarians through-out the nation.

Again, thank you very much for your hard work in completing the current IPLAR, and for all the good work you do in keeping our patrons educated, entertained, and enlightened.

Sincerely, Jesse White

IDENTIFICATION (1.1 - 1.37)

1.1 ISL Control # [PLSC 151, PLSC 701]	30540
1.2 ISL Branch # [PLSC 151, PLSC 701]	00
1.3a FSCS ID [PLSC 150, PLSC 700]	IL0422
1.3b FSCS SEQ [PLSC 700]	002
1.4a Legal Name of Library [PLSC 152]	Pekin Public Library
1.4b If this locked question's answer has changed, then enter the updated answer here.	
1.5a Facility Street Address [PLSC 153]	301 South Fourth Street
1.5b If this locked question's answer has changed, then enter the updated answer here.	
1.6a Facility City [PLSC 154]	Pekin
1.6b If this locked question's answer has changed, then enter the updated answer here.	
1.7a Facility Zip [PLSC 155]	61554
1.7b If this locked question's answer has changed, then enter the updated answer here.	
1.8a Facility Zip +4 [PLSC 156]	4219
1.8b If this locked question's answer has changed, then enter the updated answer here.	
1.9a Mailing Address [PLSC 157]	301 South Fourth Street
1.9b If this locked question's answer has changed, then enter the updated answer here.	
1.10a Mailing City [PLSC 158]	Pekin
1.10b If this locked question's answer has changed, then enter the updated answer here.	
1.11a Mailing Zip [PLSC 159]	61554
1.11b If this locked question's answer has changed, then enter the updated answer here.	
1.12a Mailing Zip +4 [PLSC 160]	4219
1.12b If this locked question's answer has changed, then enter the updated answer here.	
1.13a Library Telephone Number [PLSC 162]	309-347-7111
1.13b If this locked question's answer has changed, then enter the updated answer here.	
1.14a Library FAX Number	309-347-6587
1.14b If this locked question's answer has changed, then enter the updated answer here.	
1.15 WWW Home Page	http://www.pekinpubliclibrary.org

Library Director's Information

1.16 Name	Jeff Brooks
1.17 Title	Director
1.18 Library Director's E-mail	jbrooks@pekinpubliclibrary.org

Library Information

14

1.19a Type of library	City
1.19b If this locked question's answer has changed, then enter the updated answer here.	
1.19c Legal Basis Code [PLSC 201]	Municipal (city, town or village)
1.19d Geographic Code [PLSC 204]	Municipal Government (city, town or village) (exactly)
1.20 Is your library a combined public and school library?	No
1.21 Does your library contract with another library to RECEIVE ALL your library services?	No

Contract for Services

1.22 IF YES, list the names(s) of the library(ies) with whom you contract (Enter each in a separate repeating field)	-1
1.22 IF YES, list the names(s) of the library(ies) with whom you contract (Enter each in a separate repeating field)	-1

Administrative Information

1.23a County in which the administrative entity is located [PLSC 161]	Tazewell
1.23b If this locked question's answer has changed, then enter the updated answer here.	
1.23c Metropolitan Status Code [PLSC 710]	Metropolitan Area, but Not Within Central City Limits
1.24 Did the administrative entity's legal service area boundaries change during the past year? [PLSC 205, 75 ILCS 5/4-10(5), 75 ILCS 16/30-65(a)(2)]	No
1.26a Population residing in tax base (Use the latest official federal census figure) [PLSC 208]	34,094
1.26b If this locked question's answer has changed, then enter the updated answer here.	
1.27 If the population has changed from the prior year's answer, then indicate the reason.	-1
1.28a This library is currently a member of what Illinois library system?	RAILS
1.28b If this locked question's answer has changed, then enter the updated answer here.	
1.28c Interlibrary Relationship Code [PLSC 200]	Member of a Federation or Cooperative
1.29 Does this library have an organized collection of printed or other library materials, or a combination thereof?	Yes
1.30 Does this library have paid staff?	Yes
1.31 Does this library have an established schedule in which services of the staff are available to the public?	Yes
1.32 Does the library have the facilities necessary to support such a collection, staff, and schedule?	Yes
1.33 Is this library supported in whole or in part with public funds?	Yes
1.34 Does this public library meet ALL the criteria of the PLSC public library definition? [PLSC 203]	Yes
1.35 Number of Central Libraries [PLSC 209]	1
1.36 Outlet Type Code [PLSC 709]	Central Library
1.37 Administrative Structure Code [PLSC 202]	Administrative Entity with a Single Direct Service Outlet

BRANCHES AND BOOKMOBILE OUTLETS (2.1 - 2.18)

15

2.1 Total number of bookmobiles [PLSC 211 & PLSC 712]	0
2.2 Total number of branch libraries [PLSC 210]	0

ANNUAL REPORT DATA (3.1 - 3.7)

3.1 Fiscal Year Start Date (mm/dd/year) [PLSC 206]	05/01/2012
3.2 Fiscal Year End Date (mm/dd/year) [PLSC 207]	04/30/2013
3.3 Number of months in this fiscal year	12
3.4 Name of person preparing this annual report	Jeff Brooks
3.5 Telephone Number	309-347-7111
3.6 FAX Number	309-347-6587
3.7 E-Mail Address	jbrooks@pekinpubliclibrary.org

REFERENDA (4.1 - 4.12)

4.1 Was your library involved in a referendum in FY2012/2013?	No
---	----

Referenda dates

If in the last year, or in the period before filing this report, the library board took action to a) convert to public library district status by approval of the corporate authority [75 ILCS 16/10-15]; and/or b) the public library district annexed additional territory in an unincorporated area by backdoor referendum [75 ILCS 16/15-5, et seq.]; and/or c) your public library district took any other action by backdoor referendum, indicate the effective date of the action.

4.7 Conversion - Effective Date (mm/dd/year)	-1
4.8 Annexation - Effective Date (mm/dd/year)	-1
4.9 Other (please specify)	-1
4.10 Other - Effective Date (mm/dd/year)	-1
4.11 Other (please specify)	-1
4.12 Other - Effective Date (mm/dd/year)	-1

CURRENT LIBRARY BOARD (5.1 - 5.14)

NOTE: This information is used for directory purposes and for meeting the annual legal reporting requirements of public library districts. Report the most current information available.

[75 ILCS 5/4-1, et seq., 75 ILCS 16/30-5, et seq.]

5.1 Total number of board seats	9
5.2 Total number of vacant board seats	0
5.3 This public library board of trustees attests that the current board is legally established, organized, and the terms of office for library trustees are all unexpired.	Yes
5.4 IF NO, please explain	-1

Members

16

5.5 Name	Tim Williams
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	06/2013
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	504 South 8th Street
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	4710

Second member

5.5 Name	Sue Crowell
5.6 Trustee Position	President
5.7 Present Term Ends (mm/year)	6/2015
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	332 Park Ave
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	4470

Third member

5.5 Name	Carrie Allen
5.6 Trustee Position	Vice-President
5.7 Present Term Ends (mm/year)	6/2014
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	914 S Ninth Street
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	3449

Fourth member

5.5 Name	Leslie Leitner
5.6 Trustee Position	Secretary
5.7 Present Term Ends (mm/year)	6/2014
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	3 Vetter Ct
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	4659

Fifth member

17

5.5 Name	Randy Turner
5.6 Trustee Position	Treasurer
5.7 Present Term Ends (mm/year)	6/2015
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	1607 North 8th Street
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	1655

Sixth member

5.5 Name	Jason Juchems
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2013
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	1306 Catherine
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	3660

Seventh member

5.5 Name	Vickie Koch
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2014
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	2503 N. Parkway Drive
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	1992

Eighth member

5.5 Name	Corey Shannon
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2013
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	1200 Florence Ave Apt 4E
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	2301

5.5 Name	Mary Jane Sours
5.6 Trustee Position	Other
5.7 Present Term Ends (mm/year)	6/2015
5.8 Telephone Number	-1
5.9 E-mail Address	-1
5.10 Home Address	1107 Park Ave
5.11 City	Pekin
5.12 State	IL
5.13 Zip	61554
5.14 Zip +4	4939

FRIENDS GROUP/FOUNDATION (6.1 - 6.2)

6.1 Does your library have a friends group?	Yes
6.2 Does your library have a library foundation?	No

FACILITY/FACILITIES (7.1 - 7.2)

7.1a Total square footage of the main library building [PLSC 711]	34,000
7.1b If this locked question's answer has changed, then enter the updated answer here.	
7.1c Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.	-1
7.2 Total square footage of the branch library building(s), if applicable	-3
7.2b Indicate the reason for the change/variance in square footage for this annual report as compared to the previous annual report.	-1

ASSETS AND LIABILITIES (8.1 - 8.13)**PROPERTY**

8.1 What is the estimated current fair market value for the library's real estate (land and buildings including garages, sheds, etc.)?	\$7,002,000
8.2 During the last fiscal year, did the library acquire any real and/or personal property? [75 ILCS 5/4-10(4), 75 ILCS 16/30-65(a)(3)]	No

ESTIMATED REPLACEMENT COST

19

8.8 What is the estimated replacement cost for the library's furniture, equipment, and vehicles?	\$840,720
--	-----------

FISCAL ACCUMULATIONS

8.9 Does your library have fiscal accumulations (reserve funds, outstanding fund balances, etc.)? [75 ILCS 5/4-10(7), 75 ILCS 16/30-65(a)(4)]	Yes
8.10 IF YES, then prepare a statement that details the dollar amount(s) and the reason(s) for the fiscal accumulations. [75 ILCS 5/4-10(7), 75 ILCS 16/30-65(a)(4)]	WE have 3 funds established by resolution with goals for each fund. Capital Development and Maintenance Fund, goal \$300,000 raised 291,147. Technology fund, goal \$50,000 raised 38,679. 21st Century Library Fund, goal \$4,250,000, raised 111,144.

LIABILITIES

8.11 Does your library have any outstanding liabilities including bonds, judgments, settlements, etc.? [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)]	No
8.12 IF YES, what is the total amount of the outstanding liabilities? [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)]	-1
8.13 IF YES, then prepare a statement that identifies each outstanding liability and its specific dollar amount. [75 ILCS 5/4-10(8), 75 ILCS 16/30-65(a)(5)]	-1

OPERATING RECEIPTS BY SOURCE (9.1 - 9.22)

Operating receipts are the monies received and utilized during the fiscal year to support the provision of ongoing, day-to-day library services.

Exclude: revenue for major capital expenditures, contributions to endowments, revenue passed through to another agency, funds unspent in previous fiscal years (e.g. carryover), and tax anticipation warrants.

NOTE: Round answers to the nearest whole dollar.

[75 ILCS 5/4-10(1), 75 ILCS 16/30-65(a)(6)]

LOCAL GOVERNMENT

9.1 Local government [PLSC 300] (except capital income from bond sales which must be reported in 13.1a only)	\$949,353
--	-----------

STATE GOVERNMENT

Exclude: Federal funds distributed by the State of Illinois.

9.2 Per capita grant	\$34,963
9.3 Equalization aid grant	\$0
9.4 Personal property replacement tax	\$92,050
9.5 Educate and Automate grants (an IL State Library grant)	\$0
9.6 Other	-1
9.7 If Other, please specify	-1
9.8 Total State Government Funds (9.2 + 9.3 + 9.4 + 9.5 + 9.6) [PLSC 301]	\$127,013

FEDERAL GOVERNMENT

20

Include: Federal funds distributed by the State of Illinois (e.g., LSTA grants paid directly to your library).

9.9 LSTA funds received	\$0
9.10 E-Rate funds received	\$1,384
9.11 Other federal funds received	\$0
9.12 If Other, please specify	-1
9.13 Total Federal Government Funds (9.9 + 9.10 + 9.11) [PLSC 302]	\$1,384

OTHER INCOME

9.14 Bill and Melinda Gates Foundation grant monies received	\$0
9.15a Other receipts intended to be used for operating expenditures	\$60,541
9.15b Other non-capital receipts placed in reserve funds	\$0
9.16 TOTAL all other receipts (9.14 + 9.15a, BUT NOT 9.15b) [PLSC 303]	\$60,541

TOTAL OPERATING RECEIPTS

[75 ILCS 5/4-10(1), 75 ILCS 16/30-65(a)(6)]

9.17 TOTAL receipts (9.1 + 9.8 + 9.13 + 9.16) [PLSC 304]	\$1,138,291
9.18 The library safeguards its funds using which option?	Surety Bond
9.19 What is the coverage amount of either the surety bond OR the insurance policy/insurance instrument?	\$650,000
9.20a Is the amount of the surety bond in compliance with library law? [75 ILCS 5/4-9, 75 ILCS 16/30-45(e)]	Yes
9.20b Is the amount of the insurance policy or other insurance instrument in compliance with library law? [75 ILCS 5/4-9, 75 ILCS 16/30-45(e)]	-1
9.21 The designated custodian of the library's funds is:	Other
9.22 Is this library's annual tax levy/fiscal appropriation subject to tax caps [the Property Tax Extension Limitation Law, 35 ILCS 200/18-185, et seq.]?	No

OPERATING EXPENDITURES BY CATEGORY (10.1 - 10.4)

Operating expenditures are the current and recurrent costs necessary to support the provision of library services.

Include: Significant costs, especially benefits and salaries, that are paid by other taxing agencies (government agencies with the authority to levy tax) "on behalf of" the library may be included if the information is available to the reporting agency. Only such funds that are supported by expenditure documents (such as invoices, contracts, payroll records, etc.) at the point of disbursement should be included.

Exclude: Do not report the value of free items, estimated costs, and capital expenditures.

NOTE: Round answers to the nearest whole dollar.

[75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)]

10.1 Salaries and wages for all library staff [PLSC 350]	\$527,510
10.2 Fringe benefits, for all library staff, paid for from either the library's or the municipal corporate authority's appropriation [PLSC 351]	\$192,055
10.3 Total Staff Expenditures (10.1 + 10.2) [PLSC 352]	\$719,565
10.4 If this library answered question 10.2 as zero or N/A then choose an answer from the drop-down.	-1

MATERIALS EXPENDITURES (11.1 - 11.4)

Include: All materials in all formats (e.g., print, microform, electronic) whether purchased, leased or licensed.

Exclude: Charges or fees for interlibrary loans and Expenditures for document delivery.

[75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)]

11.1 Printed Materials [PLSC 353]	\$91,918
11.2 Electronic Materials [PLSC 354]	\$25,689
11.3 Other Materials [PLSC 355]	\$21,908
11.4 TOTAL Materials Expenditures (11.1 + 11.2 + 11.3) [PLSC 356]	\$139,515

OTHER OPERATING EXPENDITURES (12.1 - 12.3)

Exclude: Purchases of major fixed assets (Report in Capital Expenditures)

NOTE: Round answers to the nearest whole dollar.

[75 ILCS 5/4-10(2), 75 ILCS 16/30-65(a)(6)]

12.1 All other operating expenditures not included above [PLSC 357]	\$331,054
12.2 TOTAL operating expenditures (10.3 + 11.4 + 12.1) [PLSC 358]	\$1,190,134
12.3 Children's Materials Expenditures	\$26,888

CAPITAL REVENUE AND EXPENDITURES (13.1 - 13.7)

Include funds received for: site acquisitions; new building(s); additions to or renovations of existing buildings; furnishings, equipment, and initial collections for new buildings, building additions, or building renovations; computer hardware and software used to support library operations, to link to networks, or to run information products; new vehicles; or other one-time major projects.

Exclude revenue for: replacement and/or repair of existing furnishings and equipment, regular purchase of library materials, investments for capital appreciation, income passed through to another agency (e.g., fines), and funds unspent in previous fiscal year (e.g., carryover).

CAPITAL REVENUE

NOTE: Round answers to the nearest whole dollar.

13.1a Local Government: Capital Income from Bond Sales	\$0
13.1b Local Government: Other	\$113,138
13.1c Total Local Government (13.1a + 13.1b) [PLSC 400]	\$113,138
13.2 State Government [PLSC 401]	\$0
13.3 Federal Government [PLSC 402]	\$0
13.4 Other [PLSC 403]	\$8,000
13.5 If Other, please specify	gifts
13.6 Total Capital Revenue (13.1c + 13.2 + 13.3 + 13.4) [PLSC 404]	\$121,138

CAPITAL EXPENDITURES

22

13.7 Total Capital Expenditures [PLSC 405]	\$156,230
--	-----------

PERSONNEL (14.1 - 14.50)

Include all positions funded in the library's budget whether those positions are filled or not. Report position figures as of the last day of the fiscal year. Include only paid employees -- do NOT include volunteers.

Report personnel in the appropriate categories based on the type of library work being performed rather than on an employee's educational qualifications.

The FTE (full-time equivalent/employee) calculator utilizes the IMLS/PLSC national standard for a full-time work week as 40 hours per week. Illinois libraries should report each staff member's hours per week based on the number of hours worked. If your library considers 35-39+ hours per week as a full-time work week, then report using those figures. DO NOT inflate the hours your library considers as a full-time work week in order to force the resulting calculation to equal 1 FTE. For national comparison purposes, your library must report the total hours per week based on your local standard. For example, for an Illinois library that considers 37.5 hours per week as a full-time work week, the FTE calculation reported nationally will be .9375 or .94 rather than 1.00.

Group A

Librarians with MASTER'S DEGREES (OR DOCTORATES OR CERTIFICATES OF ADVANCED STUDIES) FROM AN AMERICAN LIBRARY ASSOCIATION ACCREDITED PROGRAM OF LIBRARY AND INFORMATION STUDIES. [PLSC 250]

14.1 Position Title	Director
14.2 Primary Work Area Code	Library Director
14.3 Secondary Work Area Code [OPTIONAL]	-1
14.4 Education Code	Master's Degree (ALA accredited)
14.5 Sex	Male
14.6 Hourly Rate	\$34.42
14.7 Total Hours/Week	40.00
14.1 Position Title	Assistant Director
14.2 Primary Work Area Code	Assistant Library Director
14.3 Secondary Work Area Code [OPTIONAL]	-1
14.4 Education Code	Master's Degree (ALA accredited)
14.5 Sex	Female
14.6 Hourly Rate	\$24.93
14.7 Total Hours/Week	40.00

Group A Total

14.8 Total Group A: FTE ALA-MLS (14.7 / 40) [PLSC 250]	2.00
--	------

Group B

23

Other Librarians. Include employees with the TITLE OF LIBRARIAN who EITHER have other types of library education (non-American Library Association accredited library degrees; undergraduate library science majors or minors) OR do paid work that usually requires professional training and skill in the theoretical or scientific aspects of library work, or both, as distinct from its mechanical or clerical aspects.

14.9 Position Title	Youth Services Librarian
14.10 Primary Work Area Code	Children's Services
14.11 Secondary Work Area Code [OPTIONAL]	-1
14.12 Education Code	Less than a Bachelor's degree
14.13 Sex	Female
14.14 Hourly Rate	\$15.00
14.15 Total Hours/Week	33.00
14.9 Position Title	Young Adult Services Coordinator
14.10 Primary Work Area Code	Reference
14.11 Secondary Work Area Code [OPTIONAL]	-1
14.12 Education Code	Bachelor's Degree: No library science
14.13 Sex	Female
14.14 Hourly Rate	\$17.82
14.15 Total Hours/Week	39.00

Group B Total

14.16 Total Group B: FTE Other Librarians (14.15/40)	1.80
14.17 Total FTE Librarians (14.8 + 14.16) [PLSC 251]	3.80

Group C

Full-time/part-time administrative support specialists (personnel director, business manager, public relations, other non-library specialists), information technology professionals (IT director, webmaster), other technical, and clerical employees.

14.18 Total hours worked in a typical week by all Group C employees	412.50
14.19 Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$9.50
14.20 Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$20.50
14.21 Total FTE Group C employees (14.18 / 40)	10.31

Group D

Full-time/part-time pages or shelvees.

14.22 Total hours worked in a typical week by all Group D employees	67.00
14.23 Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$8.25
14.24 Maximum hourly rate actually paid (convert annual salary to hourly rate)	\$11.50
14.25 Total FTE Group D employees (14.22 / 40)	1.68

Group E

Full-time/part-time building maintenance, security or plant operation employees.

24

14.26 Total hours worked in a typical week by all Group E employees	56.00
14.27 Minimum hourly rate actually paid (convert annual salary to hourly rate)	\$10.75
14.28 Maximum hourly rate actually paid (convert annual salary to hourly rate)	23.00
14.29 Total FTE Group E employees (14.26 / 40)	1.40
14.30 Total FTE Other Paid Employees from Groups C, D, and E (14.21 + 14.25 + 14.29) [PLSC 252]	13.39
14.31 Total FTE Paid Employees (14.17 + 14.30) [PLSC 253]	17.19

Librarian Vacancies

Include only those budgeted librarian positions vacant on the last day of this fiscal year for which there was an active search while the position remained vacant.

14.32 Position Title	-1
14.33 Primary Work Area Code	-1
14.34 Education Code	-1
14.35 Total Hours/Week	-1
14.36 Number of Weeks Vacant during FY2012/13	-1
14.37a Annual Salary Range Minimum	-1
14.37b Annual Salary Range Maximum	-1

Newly Created Librarian Positions

Include any newly created librarian positions which were created in FY2012/2013.

14.38 Position Title	-1
14.39 Primary Work Area Code	-1
14.40 Education Code	-1
14.41 Total Hours/Week	-1
14.42 Current Status: Filled or Unfilled	-1
14.43 Date Filled (mm/year, if applicable)	-1

Eliminated Librarian Positions

An eliminated librarian position is one that was budgeted for in FY2011/12 but was not in the budget for FY2012/13.

14.44 Position Title	-1
14.45 Primary Work Area Code	-1
14.46 Education Code	-1
14.47 Total Hours/Week	-1
14.48 Date Eliminated (mm/year)	-1
14.49 Last Annual Salary Paid	-1
14.50 Reason Eliminated (i.e. lack of funds or need, etc.)	-1

SERVICE HOURS/LIBRARY VISITS (15.1 - 15.20)

15.1 Monday Open?	Yes
15.2 Based on a typical Monday, how many hours was the library open on this day?	11.00
15.3 Tuesday Open?	Yes
15.4 Based on a typical Tuesday, how many hours was the library open on this day?	11.00
15.5 Wednesday Open?	Yes
15.6 Based on a typical Wednesday, how many hours was the library open on this day?	11.00
15.7 Thursday Open?	Yes
15.8 Based on a typical Thursday, how many hours was the library open on this day?	11.00
15.9 Friday Open?	Yes
15.10 Based on a typical Friday, how many hours was the library open on this day?	9.00
15.11 Saturday Open?	Yes
15.12 Based on a typical Saturday, how many hours was the library open on this day?	8.00
15.13 Sunday Open?	No
15.14 Based on a typical Sunday, how many hours was the library open on this day?	0.00
15.15 Based on a typical week, how many DAYS in that week was the CENTRAL library open mornings (Midnight - 11:59 a.m.)?	6
15.16 Based on a typical week, how many DAYS in that week was the CENTRAL library open afternoons (Noon - 5:59 p.m.)?	5
15.17 Based on a typical week, how many DAYS in that week was the CENTRAL library open evenings (6:00 p.m. - 11:59 p.m.)?	4
15.18a Total public service hours PER YEAR FOR THE MAIN/CENTRAL LIBRARY [PLSC 713]	3,172
15.18b Total public service hours PER YEAR FOR ALL BRANCH LIBRARIES & BOOKMOBILES [PLSC]	0
15.18c Total scheduled public service hours PER YEAR FOR ALL SERVICE OUTLETS (15.18a + 15.18b) [PLSC 500]	3,172
15.19 Total annual visits/attendance in the library [PLSC 501]	176,072
15.20 Total number of weeks, during the fiscal year, the MAIN/CENTRAL LIBRARY was open for service to the public [PLSC 714]	52

PROGRAMS & ATTENDANCE (16.1 - 16.8)

26

Exclude: (1) Library activities delivered on a one-to-one basis, rather than to a group, such as one-to-one literacy tutoring, resume writing assistance, homework assistance, and mentoring activities. (2) Programs sponsored by other groups that use library facilities.

16.1 Total Number of Adult Programs	137
16.2 Adult Program Attendance	2,045
16.3 Total Number of Young Adult Programs [PLSC 602]	28
16.4 Young Adult Program Attendance	230
16.5 Total Number of Children's Programs [PLSC 601]	482
16.6 Children's Program Attendance [PLSC 604]	11,969
16.7 Total Number of Library Programs (16.1 + 16.3 + 16.5) [PLSC 600]	647
16.8 Total Library Program Attendance (16.2 + 16.4 + 16.6) [PLSC 603]	14,244

REGISTERED USERS (17.1 - 17.4)

17.1 Total number of resident user's cards in force as of the last day of the fiscal year.	16,524
17.2a Total number of non-resident user's cards in force as of the last day of the fiscal year.	188
17.2b What was the total amount of the fees collected from the sale of non-resident user's cards during the past fiscal year?	\$6,734.09
17.3 Total number of registered users as of the last day of the fiscal year. (17.1 + 17.2a) [PLSC 503]	16,712
17.4 Is your library's registered user/patron file purged a minimum of one time every three years?	Yes

RESOURCES OWNED (18.1 - 18.15)

This area does NOT cover all materials for which expenditures were reported. Report only items that the library has acquired as part of the collection and cataloged whether purchased, licensed, or donated as gifts.

[75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)]

18.1 Books Held at end of FY2012/13 [PLSC 450]	114,087
18.2 Back Files (Retrospective Holdings): Newspapers (Print format only) Held at end of FY2012/13	12
18.3 Are these counts a volume count OR a title count	Title
18.4 Back Files (Retrospective Holdings): Magazines/Periodicals/Serials (Print format only) Held at end of FY2012/13	153
18.5 Are these counts a volume count OR a title count	Title
18.6 Total Print Materials (18.1 + 18.2 + 18.4) [75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)]	114,252
18.7 Current Subscriptions: Newspapers/Magazines/Periodicals/Serials (Print format only) Held at end of FY2012/13 [PLSC 460]	1,991
18.8 E-books Held at end of FY2012/13 [PLSC 451]	3,448
18.9a Audio Recordings: Physical Units Held at end of FY2012/13 [PLSC 452]	5,671
18.9b Audio Recordings: Downloadable Titles Held at end of FY2012/13 [PLSC 453]	888
18.10a DVDs/Videos: Physical Units Held at end of FY2012/13 [PLSC 454] [75 ILCS 5/4-10(3) and 75 ILCS 16/30-65(a)(6)]	6,722
18.10b DVDs/Videos: Downloadable Titles Held at end of FY2012/13 [PLSC 455]	0

Licensed Databases

Report the number of licensed databases acquired through payment or formal agreement, by source of access. Each database should be counted individually even if access to several databases is supported through the same vendor interface.

Exclude: Subscriptions to individual electronic serial titles should be reported in question 18.8 NOT in 18.12 - 18.15.

18.11 Local License negotiated by the local library	0
18.12 State License negotiated by the Illinois State Library [PLSC 457]	22
18.13 Other consortia within the state or region	0
18.14 Total Licensed Databases (18.11 + 18.12 + 18.13) [PLSC 458]	22

Children's Holdings

18.15 Children's Holdings	35,486
---------------------------	--------

USE OF RESOURCES (19.1 - 19.13)

[75 ILCS 5/4-10(3), 75 ILCS 16/30-65(a)(6)]

Report for the library's entire fiscal year.

19.1 Number of adult materials loaned	189,572
19.2 Number of children's materials loaned [PLSC 551]	82,830
19.3 Total number of materials loaned (19.1 + 19.2) [PLSC 550]	272,402

19.4 Books	137,039
19.5 Videos/DVDs	67,480
19.6 Audios (include music)	18,105
19.7 Magazines/Periodicals	6,476
19.8 Other Formats	347
19.9 TOTAL (Sum of 19.4-19.8)	229,447
19.10 Number of interlibrary loans loaned to other libraries [PLSC 552]	18,314
19.11 Number of interlibrary loans borrowed from other libraries [PLSC 553]	12,567
19.12 Does your library participate in reciprocal borrowing?	Yes
19.13 IF YES, report the number of materials loaned	18,792

REFERENCE QUESTIONS (20.1 - 20.3)

Number of reference questions, for the fiscal year, asked.

20.1 Adult Department	17,400
20.2 Children's Department	4,800
20.3 TOTAL (20.1 + 20.2) [PLSC 502]	22,200

AUTOMATION (21.1 - 21.5)

How many of the following does your library have?

Windows/PC Compatible Computers

21.1 Total number of ALL computers in the library	60
21.2 Total number of PUBLIC USE (Internet and non-Internet accessible) computers in the library)	35
21.3 Is your library's catalog automated?	Yes
21.4 Is your library's catalog accessible via the web?	Yes
21.5 Does your library have a telecommunications messaging device for the hearing impaired?	No

INTERNET (22.1 - 22.20)

22.1 Does your library have Internet access?	Yes
22.2 Does your library have wireless Internet access?	Yes

What Internet provider(s) does your library use? (Check all that apply)

22.3 Illinois Century Network (ICN)	
22.4 Other	Yes
22.5 If your library is NOT a participant in the Illinois Century Network (ICN), please indicate why:	Other

What type(s) of Internet connection(s) is/are used by your library? (Check all that apply)

29

22.6 DSL	
22.6 Cable	
22.6 Wireless	Yes
22.6 Satellite	
22.6 Fiber	Yes
22.6 Leased Line	
22.6 Network (State, Regional, Municipal)	
22.6 Dial-up	
22.6 Don't know	
22.6 Other	
22.6 N/A	

Internet

22.7 What is the maximum speed of your library's Internet connection? (Select one)	6.4 - 43 Mbps
22.8 If Other, please specify	
22.9 Has your library board adopted an Internet public access policy?	Yes
22.10 How many Internet computers does your library have available for public use? [PLSC 650]	29
22.11 Report the number of in-library users of public Internet computers in a year [PLSC 651]	60,782
22.12 Report the annual number of views of your library's homepage	34,068
22.13 Does your library provide instruction (workshops, classes) to patrons on the use of the Internet?	Yes
22.14 Does your library utilize Internet filters?	Yes
22.15 IF YES, when did your library start using filters? (mm/year)	04/2002

IF YES, which Internet stations have filters?

	All	Some
Staff	Yes	
Public	Yes	
Children	Yes	
Young Adult		
Adult	Yes	

E-RATE (23.1 - 23.3)

23.1 Did your library apply directly for E-rate (telecommunications discounts) for FY2012/13?	Yes
23.2 IF YES, what is the dollar amount that your library was awarded for FY2012/13?	\$1,384
23.3 Why did your library NOT participate in the E-rate program?	-1

24.1 How much money did your library spend on staff development and training this fiscal year? (Round answer to the nearest whole dollar.)	\$5,231
24.2 Does this include travel expenses?	Yes
24.3 How many hours of training did employees receive this year?	250.00

SUGGESTED QUESTIONS FOR FUTURE IPLARS (25.1)

25.1 What information is not currently asked on the Illinois Public Library Annual Report (IPLAR) that you would be interested in if it were collected?	
---	--

PUBLIC LIBRARY DISTRICT SECRETARY'S AUDIT (26.1)

Public Library District Secretary's Audit (Submit in paper format; there is no electronic version).

A Secretary's Audit must be prepared on your library's letterhead and contain the following information:

1. Your library's name and address (should be on the library's letterhead).
2. The following text: "This is to testify that we have examined the secretary's minutes and other records for the past year and find they are in order and have no errors or discrepancies for fiscal year FY2012/2013."

NOTE: If there ARE any errors or discrepancies, please list and explain fully.

3. The signatures of two trustees who were appointed by the President to audit the Secretary's records.
4. The date completed.

[75 ILCS 16/30-65(a)(1),(c)(d)]

CERTIFICATION PAGE

ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)

CERTIFICATION PAGE

FISCAL YEAR 2012/3

INSTRUCTIONS:

1. Print the certification page.
2. Obtain the original signatures.
3. Submit the Certification Page with original signatures, and all other required attachments directly to the Illinois State Library.

http://il.countingopinions.com/docs/il/IPLAR_Certification_copy.pdf

Name of Community	Pekin
Name of Library	Pekin Public Library
Fiscal Year State Date:	05/01/2012
Fiscal Year End Date:	04/30/2013

Certification:

31

This Illinois Public Library Annual Report (IPLAR) is being filed in accordance with 75 ILCS 5/4-10 (municipal libraries) or 75 ILCS 16/30-65 (public library districts). The undersigned authorized agents for this public library: (1) accept and acknowledge that the appended IPLAR is essentially accurate and correct; and, (3) agree that the IPLAR paper copy submitted to the Illinois State Library shall serve as the official file copy.

Affix original signatures (Signatures are required.):

	Signature	Date
Library Director		
President		
Secretary		

IPLAR SUBMISSION REMINDERS

Follow these steps for IPLAR submission:

1. Select the Verify button located in the top right quadrant.
2. Review the form and resolve any required fields or edit checks, they will be highlighted in red. In the case of Edit Checks, explain pragmatically why this year's answer is equal to, less than, or more than the previous year's answer.
3. Select Submit/Lock NOTE: All required questions must be answered and all edit checks must contain narrative notes in order for the survey to electronically submit, otherwise you will be taken to a review screen listing the questions that require additional information.

we do not have any branches(3054000-2013-06-13)

we noticed a typo in last years figure-- should be 6,790,800(3054000-2013-06-13)

ILLINOIS PUBLIC LIBRARY ANNUAL REPORT (IPLAR)
CERTIFICATION PAGE
FISCAL YEAR 2012/3

32

INSTRUCTIONS:

1. Print the certification page.
2. Obtain the original signatures.
3. Submit the Certification Page with original signatures, and all other required attachments directly to the Illinois State Library.

http://il.countingopinions.com/docs/il/IPLAR_Certification_copy.pdf

Name of Community	Pekin
Name of Library	Pekin Public Library
Fiscal Year State Date:	05/01/2012
Fiscal Year End Date:	04/30/2013

Certification:

This Illinois Public Library Annual Report (IPLAR) is being filed in accordance with 75 ILCS 5/4-10 (municipal libraries) or 75 ILCS 16/30-65 (public library districts). The undersigned authorized agents for this public library: (1) accept and acknowledge that the appended IPLAR is essentially accurate and correct; and, (3) agree that the IPLAR paper copy submitted to the Illinois State Library shall serve as the official file copy.

Affix original signatures (Signatures are required.):

	Signature	Date
Library Director	<i>J. H. Books</i>	6-25-13
President	<i>Carrie J. Miller</i>	6-25-13
Secretary	<i>Leslie J. Lutzner</i>	6-25-13



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Fifteen Year Lease Agreement for Lindstrom and Reecy for land dedicated for Corporate Hanger at the Pekin Municipal Airport

AGENDA DATE REQUESTED: July 22, 2013

ACTION REQUESTED: To approve the Lease with Carol Lindstrom and Mark Reecy for a period of approximately 16 years for the premises at the Pekin Municipal Airport

DESCRIPTION: This lease agreement is in response to extend their current lease which is set to expire on January 31, 2014. The new term will be for approximately 16 years as of the date signed which would account for the remaining term on the current lease with an additional 15 years. The annual rent will be raised from \$1 a year to \$420.21 per year for a lease total of \$6,318. This lease has been recommended by the Airport Commission which provided input on the price, term and parameters of the lease.

Carol Lindstrom along with her late husband Kenneth Lindstrom was the first tenants to build their own corporate hanger at the Pekin Municipal Airport in 1978. At that time a lease for 25 years for rate \$1 a year was agreed upon so that the Lindstrom's could erect a 54 ft by 54 ft hanger. In 1995, a new lease was entered as a modification to the existing lease for a term of 18 years and 9 months at the rate of \$1 per year for 11 years so that they could the Lindstrom's could construct a 24ft x 54 ft addition to their hanger. This lease is nearing completion and Mark Reecy the son of Carol Lindstrom would like to extend the term. He has some smaller scale investments he would like to make such as new lighting, painting of the exterior and a few other items that would take place if the lease is agreed upon.

If the City does not enter into this lease, the ownership of the hanger will revert back to the City. Then it would be the City's responsibility to provide maintenance on this building along with finding a suitable tenant. The Lindstroms and Mark Reecy have been good tenants at the airport and it would be appropriate to enter into a long term lease with them.

FINANCIAL IMPACT: The additional \$421.20 a year for a total of \$6,318 over the term of the lease

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The lease will be entered into

IMPACT IF DENIED: The lease will not be entered into

ALTERNATIVES: None

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

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

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

	police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 7/15/13	
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 7/15/13	

LEASE AGREEMENT

DATED AS OF _____, 2013

The City of Pekin, an Illinois municipal corporation ("Landlord") and Carol A. Lindstrom and Mark Reecy, of Morton, Illinois (hereinafter collectively referred to as "Tenant") agree as follows:

1. RECITALS: This lease is made with reference to the following facts and objectives:

A. Landlord is the owner of the premises commonly known as the Pekin Municipal Airport, Pekin, Illinois.

B. Landlord and Tenant are currently parties to a Lease Agreement executed in 1995, expiring in 2014.

C. Tenant desires to plan for current and long term future maintenance scheduling of the existing hanger.

D. In consideration of that, Tenant and Landlord desire to modify the original Lease now in existence, and to execute a new lease.

E. Tenant is willing to lease part of said premises and update the existing hangar thereon, the use of which shall be enjoyed by Tenant during the term of this Lease with title to said hangar to revert to Landlord upon the expiration or termination of this Lease.

2. PREMISES: Landlord leases to Tenant and Tenant leases from Landlord the real property commonly described as the first building site west of the presently existing hanger E at the Pekin Municipal Airport ("the premises"). The premises are currently leased to Carol Lindstrom.

Landlord shall have the right to enter and inspect, upon reasonable notice the premises, no less than 24 hours, except in case of emergency.

3. HANGAR: In order to fulfill the conditions of the current lease the Tenant shall paint the roof and gutters by the end of the current lease, being January 31, 2014.
4. ACCESS: Tenant shall have full and unimpaired access to the premises at all times.
5. TERM: The term of this Lease shall extend from the date hereof for a period of approximately sixteen (16) years through January 31, 2029.
6. OPTION TO EXTEND TERM: At the expiration of the term hereof, all buildings and other improvements on the demised premises shall become the exclusive property of the City of Pekin; provided however, that upon expiration, Tenant shall have the exclusive option to lease said premises, together with all buildings and improvements, for successive periods of one (1) year, for a maximum period of five (5) years, at an annual rental rate, in an amount that is reasonable for the rental of comparable facilities in the area at that time.
7. RENT: Tenant agrees to pay to Landlord \$0.10 per square foot of nominal building area consisting of 54ft in width and 78 ft in length for a annual payment of \$421.20, with the total lease value of \$6,318, commencing February 1, 2014.
8. MAINTENANCE: Tenant shall maintain the premises in good condition and shall promptly make any necessary repairs to the hangar to be erected.
9. MECHANIC'S LIENS: Tenant shall promptly pay all costs for construction done by the Tenant or caused to be done by Tenant on the premises. Tenant shall keep the premises free and clear of all mechanic's liens resulting from construction by or for the Tenant and hold the Landlord harmless.
10. UTILITIES: Tenant shall pay the cost of all utilities used by Tenant in the premises.

11. PUBLIC LIABILITY INSURANCE: Tenant shall maintain and pay for public liability insurance with liability limits of not less than \$100,000.00 per person and \$500,000.00 per occurrence. The parties shall be named as co-insured, with the Pekin Municipal Airport named as an additional insured.

12. ASSIGNMENT AND SUBLEASE: Tenant may not assign or sublet all or any part of the demised premises without the express written consent of the City of Pekin, which consent will not be unreasonably withheld; it being the intent of the parties that the City of Pekin will permit a subletting to an acceptable party so long as the rentals there from do not exceed tenant's cost of maintaining the facility plus the amortized capital investment in same.

13. TENANT'S DEFAULT: The occurrence of any of the following shall constitute a default by Tenant:

A. Abandonment and vacation of the premises for duration of no less than 60 consecutive days;

B. Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after notice has been given to Tenant. If default cannot be reasonably cured within ten (10) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

14. LANDLORD'S REMEDIES: If Tenant commits a default which remains uncured, then it shall be lawful for Landlord to re-enter the premises and repossess the same and to collect from Tenant any past due rent.

15. SURRENDER OF PREMISES: Upon the expiration or termination of this Lease, or any extension hereof, the hangar to be erected by Tenant shall automatically revert to Landlord.

16. NOTICES: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be regarded as given when served personally or when placed in the United States mail with first class and certified mail, return receipt requested postage fully prepaid, and addressed to the other party at the address set forth below the signature lines of this Lease or at such other address as that party may from time to time designate by written notice given to the other party hereto.

17. CORPORATE AUTHORITY: Landlord shall deliver to Tenant on execution of this Lease a certified copy of a resolution of its City Council authorizing the execution of this Lease and naming the officer that is authorized to execute this Lease on behalf of the Landlord.

18. USE OF PREMISES: Tenant agrees that the demised premises shall be used primarily for the storage of aircraft and related activity necessarily incidental thereto, and any change in the primary use of the hanger will require authorization in writing by the City of Pekin.

19. HEADINGS: The headings of the several paragraphs are for convenience in reference only and shall not be construed to be a part of this Lease.

20. BINDING EFFECT: This agreement shall be binding upon and inure to the benefit of all of the parties thereto and their respective heirs, successors, assigns, executors and trustees.

EXECUTED as of the day and date first above written.

CITY OF PEKIN, Landlord

BY: _____

Its _____

ATTEST:

City of Pekin
111 S. Capitol Street
Pekin, Illinois 61554

Carol A. Lindstrom, Tenant

Mark Reecy, Tenant

Address

Address

CITY OF PEKIN

ACTUAL - YEAR ENDED 4/30/13			BUDGET - YEAR ENDED 4/30/13			ACTUAL - YEAR ENDED 4/30/12			
FUND	REVENUE OVER (UNDER)		REVENUE	REVENUE OVER (UNDER)		REVENUE	REVENUE OVER (UNDER)		
	REVENUE	EXPENSE		EXPENSE	EXPENSE		EXPENSE	EXPENSE	
General									
- Operations	\$21,208,414	\$17,819,491	\$ 3,388,923	20,367,691	19,626,109	741,582	19,638,996	18,401,478	1,237,518
- Debt & Related Capital Purch.	2,002,879	1,100,000	902,879	3,055,000	1,400,000	1,655,000	-	-	-
(1) Subtotal-Oper Debt & Cap P	23,211,293	18,919,491	4,291,802	23,422,691	21,026,109	2,396,582	19,638,996	18,401,478	1,237,518
- Storm Water	15,623	373,261	(357,638)	-	716,400	(716,400)	700	351,704	(351,004)
- Solid Waste	108,364	1,974,136	(1,865,772)	1,500	2,019,081	(2,017,581)	123,466	2,145,652	(2,022,186)
(2) Total General fund	23,335,280	21,266,888	2,068,392	23,424,191	23,761,590	(337,399)	19,763,162	20,898,834	(1,135,672)
(3) General Fund W/O Debt/Capital	21,332,401	20,166,888	1,165,513						
Tourism	184,399	101,200	83,199	175,000	315,817	(140,817)	150,087	104,819	45,268
Sewer									
-Operations	3,064,551	2,411,541	653,010	4,131,100	2,662,948	1,468,152	2,776,960	2,605,129	171,831
-Debt / Construction related	20,838,056	20,521,258	316,798	20,000,000	21,515,000	(1,515,000)	2,351,048	9,494,425	(7,143,377)
(4) Total Sewer Fund	23,902,607	22,932,799	969,808	24,131,100	24,177,948	(46,848)	5,128,008	12,099,554	(6,971,546)
Motor Fuel	1,018,175	632,667	385,508	2,423,500	2,383,000	40,500	1,039,387	1,281,716	(242,329)
HUD	230,285	304,167	(73,882)	308,176	365,473	(57,297)	446,837	432,599	14,238
TIF	1,107,154	491,702	615,452	1,080,000	1,367,875	(287,875)	1,070,738	1,404,742	(334,004)
(5) Capital Projects	1,045,008	2,322,293	(1,277,285)	18,115,000	17,772,500	342,500	2,542,083	1,773,876	768,207
School Bus	3,597,249	3,719,792	(122,543)	3,613,000	3,168,374	444,626	3,382,619	3,336,020	46,599
Airport	239,027	303,098	(64,071)	177,923	298,162	(120,239)	209,040	397,658	(188,618)
Economic Development	294,192	157,700	136,492	216,782	192,867	23,915	95,885	141,102	(45,217)
Insurance	4,090,430	4,249,872	(159,442)	3,983,648	4,247,698	(264,050)	3,760,338	4,358,669	(598,331)
Vehicle Maintenance	1,171,217	1,947,974	(776,757)	1,530,000	1,521,819	8,181	1,818,852	1,856,729	(37,877)
TOTALS - ALL FUNDS	\$60,215,023	\$58,430,152	\$ 1,784,871	\$79,178,320	\$79,573,123	\$ (394,803)	\$39,407,036	\$48,086,318	\$ (8,679,282)
(6) TOTALS W/O SEWER DEBT / CONST.	\$39,376,967	\$37,908,894	\$ 1,468,073	\$59,178,320	\$58,058,123	\$ 1,120,197	\$37,055,988	\$38,591,893	\$ (1,535,905)

CITY OF PEKIN
MAJOR REVENUE SOURCES
TWELVE MONTHS ENDED APRIL 30, 2013 (Pre-Audit)

	Annual Budget	Prorated Percent	Prorated Budget	4/30/13 Actual Received 12 Months	Actual as a Percent of Budget	Actual Over(Under) 12 Month Budget	4/30/12 Actual Received 12 Months
<u>General Fund</u>							
(1) Property Taxes	\$1,417,000	100.00%	\$1,417,000	\$ 803,724	56.72%	\$(613,276)	\$1,288,659
(2) State Sales Taxes	5,305,000	100.00%	5,305,000	5,580,373	105.19%	275,373	5,008,669
(2) Home Rule Taxes	4,100,000	100.00%	4,100,000	4,257,158	103.83%	157,158	4,061,798
(3) Income Taxes	2,820,000	100.00%	2,820,000	3,593,204	127.42%	773,204	2,435,434
(3) Replacement Taxes	1,425,000	100.00%	1,425,000	1,131,404	79.40%	(293,596)	1,112,179
(4) Telecommun. Tax	1,225,000	100.00%	1,225,000	1,014,085	82.78%	(210,915)	1,057,848
Use Tax	515,000	100.00%	515,000	543,069	105.45%	28,069	500,845
(5) Food & Beverage Tax	945,000	100.00%	945,000	1,053,007	111.43%	108,007	977,290
(5) Package Liquor Tax	170,000	100.00%	170,000	183,206	107.77%	13,206	176,146
Investment Earnings	0	100.00%	0	69,683	100.00%	69,683	133,022
Debt Proceeds	3,055,000	100.00%	3,055,000	2,002,879	65.56%	(1,052,121)	0
All other Revenue	2,445,691	100.00%	2,445,691	2,979,501	121.83%	533,810	2,887,106
(6) SUBTOTAL-General	23,422,691	100.00%	23,422,691	23,211,293	99.10%	(211,398)	19,638,996
<u>Sewerage Fund</u>							
(7) Fees for Services	4,022,000	100.00%	4,022,000	3,031,360	75.37%	(990,640)	2,714,310
Investment Earnings	100,000	100.00%	100,000	19,961	19.96%	(80,039)	73,275
<u>Motor Fuel Tax Fund</u>							
Motor Fuel Taxes	810,000	100.00%	810,000	819,423	101.16%	9,423	844,464
Investment Earnings	35,000	100.00%	35,000	18,457	52.73%	(16,543)	27,837
<u>TIF Fund</u>							
Property Taxes	535,000	100.00%	535,000	486,217	90.88%	(48,783)	501,609
Sales Taxes-City	279,000	100.00%	279,000	299,991	107.52%	20,991	264,252
Sales Taxes-State Alloc.	266,000	100.00%	266,000	286,768	107.81%	20,768	270,711
Investment Earnings	0	100.00%	0	19,147	100.00%	19,147	34,166
<u>School Bus Fund</u>							
Fees for Services	3,589,000	100.00%	3,589,000	3,375,281	94.05%	(213,719)	3,358,946
Investment Earnings	24,000	100.00%	24,000	10,368	43.20%	(13,632)	18,833
(8) TOTALS	33,082,691	100.00%	33,082,691	31,578,266	95.45%	(1,504,425)	27,747,399

CITY OF PEKIN
INVESTMENT EARNINGS

TWELVE MONTHS ENDED APRIL 30, 2013

FUND	4/30/13 ANNUAL BUDGET	4/30/13 12 MONTH BUDGET	ACTUAL 4/30/13	ACTUAL 4/30/12	ACTUAL DIFFERENCE	4/30/13 ACTUAL COMPARED TO BUDGET
(1) General	\$ -	\$ -	\$ 69,683	\$ 133,022	\$ (63,339)	\$ 69,683
Sewerage	100,000	100,000	19,961	73,275	(53,314)	(80,039)
Motor Fuel Tax	35,000	35,000	18,457	27,837	(9,380)	(16,543)
TIF	-	-	19,147	34,166	(15,019)	19,147
Capital Projects	-	-	319	-	319	319
School Bus	24,000	24,000	10,368	18,833	(8,465)	(13,632)
Insurance	1,000	1,000	1,128	2,156	(1,028)	128
(2) Economic Development	108,782	108,782	77,735	4,669	73,066	(31,047)
(3) TOTALS	<u>\$ 268,782</u>	<u>\$ 268,782</u>	<u>\$ 216,798</u>	<u>\$ 293,958</u>	<u>\$ (77,160)</u>	<u>\$ (51,984)</u>



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Hanson Professional Services Inc. for Engineering Services at the Pekin Municipal Airport.

AGENDA DATE REQUESTED: July 22, 2013

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services Inc for Engineering services to Install Subgrade Drainage; Remove and Replace Bituminous Pavement and Remark the Runway.

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Services Inc. to provide the necessary engineering services to install subgrade drainage; remove and replace bituminous pavement and remark the runway at the Pekin Municipal Airport. This project is needed to address severe cracks that have developed on the runway the last few years and continue to worsen. In 2010 the City tried to seal the cracks with tar fill but the cracks have continued to grow. Therefore this project was included in the five year Airport Improvement Plan to utilize the entitlement money the Airport receives from the FAA for a permanent solution. IDOT agreed that this project was needed and programmed money for next fiscal year at a total project cost \$526,811 which includes a local share of 5%. This agreement with Hanson is to perform the preliminary engineering, the final design engineering and the construction oversight for this project along with all associated work necessary. An engineering agreement is required for this funding and design services cannot start until one is signed. The overall agreement cost will not exceed \$95,821. This engineering cost is included in the amount programmed for this project and will be reimbursed at 95%.

I recommend that this agreement is approved.

FINANCIAL IMPACT: Up to \$95,821 of Airport Funds in which will 95% will get reimbursed

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Hanson will provide the Construction Oversight Services

IMPACT IF DENIED: Hanson will not provide the Construction Oversight Services

ALTERNATIVES: Hire another engineering consultant to provide the services

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

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage

	opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	7/15/13
Finance Department (Certification of Availability of Funds):	
Date:	
Corporation Counsel:	
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 2013
by and between the City of Pekin, Illinois (hereinafter referred
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the
"Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a
public air navigation facility known as the Pekin Municipal Airport
in Tazewell County, state of Illinois; and the project shall be identified as the
Illinois Project No. C15-4329 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):

Install Subgrade Drainage; Remove and Replace Bituminous Pavement and Remark

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:
 - Installation of subgrade drainage deemed necessary through design, to include both longitudinal edge drains and transverse underdrains (on Runway 9-27); and incidental drainage structures;
 - Remove and replace bituminous pavement (patching) to address severe pavement cracking;
 - Clean and seal bituminous cracks identified as sealable during field investigation; and
 - Remark Runway 9-27.
3. Conduct an onsite observation of the existing conditions to assess the severity of pavement cracking and quantify. Obtain or provide field survey of existing drainage structures for use in design.
4. Prepare a Categorical Exclusion Checklist to meet the requirement National Environmental Protection Act (NEPA) requirements for the project, as directed.
5. Attendance of a predesign meeting with the State and Sponsor.
6. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.
7. Assist the Airport as its Resident Project Representative in accordance with the requirements stated herein. The Construction Phase Services (Section II. C) values are based on the provision of services related to a calendar duration of thirty-six (36) days (see Attachment C), which were determined prior to the completion of the design phase. If, over the course of the design phase, calendar days are increased beyond the stated number of days the additional days shall require additional compensation.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ 17,901.00
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

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

1. a cost plus a fixed payment of \$ 3,464.33
total amount not to exceed \$ 27,356.00
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

C. CONSTRUCTION PHASE SERVICES

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

1. a cost plus a fixed payment of \$ 5,631.62
total amount not to exceed \$ 48,028.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 321.24
total amount not to exceed \$ 2,536.00
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, Illinois 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 Secretary (title) and duly authorized representative of the firm Hanson Professional Services Inc. whose address is 1525 South Sixth Street, Springfield, Illinois and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation,

or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date

Sign Name

John P. Coombe

Print Name

Secretary

Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844717

This firm is doing business as a (please check one):

_____ Individual

_____ Partnership

 X Corporation"

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBEDirectory>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: **Coombe-Bloxdorf**Subcontract Amount (\$): **5,100.00**

Prequalification Category	% of Work	DBE Certification
<u>Architecture</u>	<u>5.3</u>	<u>541370-Surveying</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

If more than one subconsultant is being used, attach additional sheets.

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

Q. DISCRIMINATION

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

(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

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

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

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

U. ILLINOIS HUMAN RIGHTS NUMBER

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

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

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

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

W. DRUG FREE WORKPLACE

(30 ILCS 580).

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

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

- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

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

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

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Corporation)

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

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

_____ day of _____, AD, 20_____

Hanson Professional Services Inc.
Corporation

BY John P. Coombe, Secretary
Printed Name & Title

BY Jeffery T. Ball, Sr. Vice President
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____ hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

(Individual Consultants)

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.

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 _____, 2013.
(city) (date) (year)

ATTEST:

(SEAL)

City of Pekin, Illinois

(Sponsor Name)

(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

John P. Coombe, Secretary

Printed Name & Title

BY

Jeffery T. Ball, Sr. Vice President

Printed Name & Title



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Engineering Agreement with Hanson Professional Services Inc. for Phase III Engineering of the Rehabilitation of the West Apron at the Pekin Municipal Airport.

AGENDA DATE REQUESTED: July 22, 2013

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services Inc for Phase III Engineering of the Rehabilitation of the West Apron.

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Services Inc. to provide the necessary construction oversight and support for the rehabilitation of the West Apron project. This project is funded with Federal and State dollars which has strict documentation and material testing requirements. Currently the City does not have the staff or equipment to perform the amount of construction oversight needed. Therefore it would be more beneficial to have Hanson perform this work to ensure that the City stays in compliance with the funding requirements. The cost of the agreement will be a fixed fee of \$5,070.22 and the overall cost not to exceed \$42,500. This cost will be included with the engineering cost of the project and will be reimbursed at 90%.

FINANCIAL IMPACT: Up to \$42,500 of Airport Funds in which 90% will get reimbursed

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Hanson will provide the Construction Oversight Services

IMPACT IF DENIED: Hanson will not provide the Construction Oversight Services

ALTERNATIVES: Hire another engineering consultant to provide the services

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

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

REQUIRED SIGNATURES

Department Director: *mill E*

Date: *7/15/13*

Finance Department (Certification of Availability of Funds):

Date:

Corporation Counsel:

Date:

City Manager: *Joseph W. Wallman*

Date: *7/15/13*

**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 _____
by and between the City of Pekin (hereinafter referred
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the
"Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a
public air navigation facility known as the Pekin Municipal Airport
in Tazewell County, state of Illinois; and the project shall be identified as the
Illinois Project No. C15-4264 and SBG Project No. 3-17-0078-B14 ;
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):

Rehabilitate the West Apron

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

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

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional
engineering services enumerated herein-after, in connection with the implementation and development of
the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "*regulate and supervise aeronautics within this state*", with "*aeronautics*" defined as "*...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...*". The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

B. DESIGN PHASE SERVICES

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less

than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were

utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.

- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys. Sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these

services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

D. PLANNING AND SPECIAL SERVICES

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

E. ENDORSEMENT OF DOCUMENTS

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

F. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

G. NOTICE-TO-PROCEED (NTP)

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES (Attach / insert here).

1. Provide Construction Observation services for the Rehabilitation of the west apron.
2. Attendance of a pre-construction meeting with the State and Sponsor.
3. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

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

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ N/A
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

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

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

C. CONSTRUCTION PHASE SERVICES

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

1. a cost plus a fixed payment of \$ 5,070.22
total amount not to exceed \$ 42,500.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

D. PLANNING AND SPECIAL SERVICES

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ N/A
total amount not to exceed \$ _____
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 \$ _____
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 Secretary (title) and duly authorized representative of the firm Hanson Professional Services Inc. whose address is 1525 South Sixth Street, Springfield, Illinois and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation,

or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

Date

Sign Name

John P. Coombe

Print Name

Secretary

Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is

37-0844717

This firm is doing business as a (please check one):

Individual

Partnership

 X Corporation"

P. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBEDirectory>. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: _____

Subcontract Amount (\$): _____

Prequalification Category	% of Work	DBE Certification
_____	_____	_____
_____	_____	_____
_____	_____	_____

If more than one subconsultant is being used, attach additional sheets.

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

Q. DISCRIMINATION

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

(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

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

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

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

U. ILLINOIS HUMAN RIGHTS NUMBER

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

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

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

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

W. DRUG FREE WORKPLACE

(30 ILCS 580).

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

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. the penalties that may be imposed upon employees for drug violations.
- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

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

X. CAPACITY TO CONTRACT

(Public Act 90-0572)

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

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Corporation)

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

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

_____ day of _____, AD, 2013

Hanson Professional Services Inc.

Corporation

BY **John P. Coombe, Secretary**
Printed Name & Title

BY **Jeffery T. Ball, Sr. Vice President**
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____ hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

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

(Individual Consultants)

I, _____,
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

____ day of _____, AD, 20____

BY _____

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

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

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

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

Z. INTERNATIONAL BOYCOTT

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

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

AA. NON-APPROPRIATION CLAUSE

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

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or

if the contractor, or any affiliate, is determined to be delinquent in the payment of *any* debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

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

DD. QUALIFICATION BASED SELECTION ACT

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

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

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

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

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

FF. RIGHTS TO INVENTIONS

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

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

GG. TRADE RESTRICTION CLAUSE

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

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

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

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

on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

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

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

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

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

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

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

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 _____, 2013.
(city) (date) (year)

ATTEST:

(SEAL)

City of Pekin

(Sponsor Name)

(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

John P. Coombe, Secretary

Printed Name & Title

BY

Jeffery T. Ball, Sr. Vice President

Printed Name & Title



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: To Concur to Award The Rehabilitation of West Portion of GA Ramp to R.A. Cullinan & Son

AGENDA DATE REQUESTED: July 22, 2013

ACTION REQUESTED: To concur to award the proposal from R.A. Cullinan for the Rehabilitation of the West Portion of the GA Ramp Project in the amount of \$415,654.60

DESCRIPTION: This request is to concur to award the project for the Rehabilitation of the West Portion of the GA Ramp to R.A. Cullinan & Son. This project was programmed for this fiscal year as part of the Airport Improvement Program in which the City's portion is only 5%. The project letting was in June in which R.A. Cullinan was the only bidder in the amount of \$415,654.60 and was \$34,371.90 less than the estimate. The scope of this project is to mill off 2" off the existing pavement, repair any remaining cracks, pave back 2" of asphalt and install new tie downs.

By the City concurring with the award the City will be required to maintain this pavement for 20 years as the requirement of the funding of the Airport Improvement Program and the entitlement funding. However, this allows us to keep the infrastructure current and in good condition at minimal cost. This allows the use for not only the tenants at the airport but for several local businesses such as Aventine, Niemen Foods, Wheelworx, the Federal Prison, along with 4 businesses located at the airport. Also R.A. Cullinan & Son is a local area company in which many of their employees are from the Pekin area so this project will inject outside money into the local economy.

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

FINANCIAL IMPACT: Approximately \$20,783 of Airport Funds that are in the approved FY2014 Budget

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The project will be awarded and Construction will start this fall

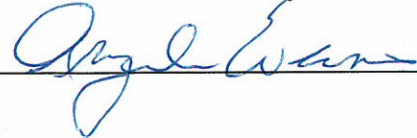
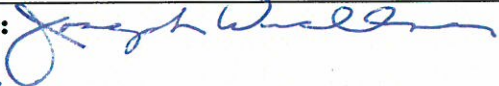
IMPACT IF DENIED: The project will not be awarded and the city will not be able to have the work performed

ALTERNATIVES: none

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

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

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

✓	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director: 	
Date: 7/15/13	
Finance Department (Certification of Availability of Funds):	
Date: 7-15-13 	
Corporation Counsel:	
Date:	
City Manager: 	
Date: 7/15/13	



Illinois Department of Transportation

Division of Aeronautics

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

June 27, 2013

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

Re: Item 32A – June 14, 2013 Letting
Pekin Municipal Airport
Ill Project No. C15-4264
AIP No. 3-17-0078-B14
Contract No. PN007

Dear Mr. Stambaugh,

Enclosed for your information is one copy of the Contract Schedule of Unit Prices for the referenced project. We recommend and request your concurrence in awarding the contract to the low bidder, R.A. Cullinan & Son, a Division of United Contractors Midwest, Inc., in the amount of \$415,654.60.

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

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

If you have any questions concerning this matter, please feel free to contact me at (217) 785-4884.

Sincerely,

A handwritten signature in blue ink, reading "Alan Mlacnik".

Alan D. Mlacnik, P.E.
Acting Engineer of Design

Award Concurrence / Authorization

(Sponsor Signature and Title)

ADM/dwm
Enclosure
C: Hanson Professional Services, Inc.



Illinois Department of Transportation

Division of Aeronautics

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

June 26, 2013

R. A. Cullinan and Son, a Division of
United Contractors Midwest, Inc.
121 West Park
P.O. Box 166
Tremont, Illinois 61568-0166

Re: Item 32A – June 14, 2013 Letting
Pekin Municipal Airport
Ill. Proj. C15-4264
AIP No. 3-17-0078-B14
Contract No. PN007

Dear Sir:

This office received bids on June 14, 2013, for the above referenced project. Your firm was read as the apparent low bidder.

It is our intent to award the contract within 60 days of the letting, subject to acceptance of the bid for responsiveness and the release of state project funds.

If we can be of further assistance, please feel free to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Mlacnik'.

Alan D. Mlacnik, P.E.
Acting Engineer of Design

ADM/dwm

C: Clayton Stambaugh, Airport Manager

ILLINOIS DEPARTMENT OF TRANSPORTATION
CONTRACT SCHEDULE OF AWARDED PRICES

COUNTY NAME/CODE	SECTION	PROJECT NUMBER	ROUTE(S)		
TAZEWELL /179	PEKIN MUNICIPAL	3170078B14-C15 /426/4			
PAY ITEM NBR	PAY ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PAY ITEM AWARD PRICE
AR150510	ENGINEER'S FIELD OFFICE	1.000	L.S.	1,823.0100	1,823.01
AR150530	TRAFFIC MAINTENANCE	1.000	L.S.	15,226.0400	15,226.04
AR150540	HAUL ROUTE	1.000	L.S.	9,722.7200	9,722.72
AR152480	SHOULDER ADJUSTMENT	540.000	S.Y.	11.4600	6,188.40
AR201661	CLEAN & SEAL BITUMINOUS CRACKS	800.000	L.F.	4.8600	3,888.00
AR401614	BIT. SURF. CSE.-METHOD II, SUPERPAV	1,636.000	TON	103.6900	169,636.84
AR401650	BITUMINOUS PAVEMENT MILLING	18,486.000	S.Y.	2.8900	53,424.54
AR402620	POROUS FRICTION COURSE 5/8"	18,486.000	S.Y.	5.8900	108,882.54
AR510510	TIE DOWN	15.000	EACH	551.2500	8,268.75
AR510900	REMOVE TIE DOWN	45.000	EACH	507.9600	22,858.20
AR603510	BITUMINOUS TACK COAT	9,243.000	GAL.	1.2200	11,276.46
AR620520	PAVEMENT MARKING-WATERBORNE	1,142.000	S.F.	2.1500	2,455.30
AR620525	PAVEMENT MARKING-BLACK BORDER	932.000	S.F.	2.1500	2,003.80
CONTRACT TOTAL AWARD					415,654.60

*** END OF REPORT ***

ELMS014:DTGB2399:ELMR099

06/17/13 11:33:28

LETTING DATE: 06 14 2013 LETTING TYPE: AERONAUTICS

FEDERAL PROJECT: 3-17-0078-B14

ILL PROJECT: C1-5 -4264

ILLINOIS DEPARTMENT OF TRANSPORTATION

UNIT PRICE DEVIATION OF BIDS

CONTRACT NUMBER: PN007 LETTING ITEM NUMBER: 032A

AIRPORT: PEKIN MUNICIPAL

COUNTY: TAZEWELL

PAGE: 1

SUMMARY OF CONTRACTOR BIDS

BIDR NBR	BIDDER NAME	CONTR GROUP	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	SINGLE LOW BID	BIDR CALC EXTENSION DIFF	NBR BLANK BIDS
1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.	NO ALT					
DEV %					*		
DEV \$	34,371.90-		415,654.60	415,654.60			0.00+
DEV \$ OVER 5%	0.00+						

ELMS014:DTGB2399:ELMR099
06/17/13 11:33:28
LETTING DATE: 06 14 2013
LETTING TYPE: AERONAUTICS
FEDERAL PROJECT: 3-17-0078-B14
ILLINOIS DEPARTMENT OF TRANSPORTATION
UNIT PRICE DEVIATION OF BIDS
CONTRACT NUMBER: PN007
COUNTY: TAZEWELL
AIRPORT: PEKIN MUNICIPAL
LL PROJECT: C1-5 -4264
LETTING ITEM NUMBER: 032A
PAGE: 2

SUMMARY OF CONTRACTOR BIDS

NUMBER OF BIDDERS	AVG BID	DISTRICT EST	CENT BUR EST	AVG DEV %	AVG DEV \$	DEV \$ OVER 5%
1	415,654.60	450,026.50	450,026.50	7.64 -	34,371.90 -	0.00 +

CONTRACT STATUS	:	SELECTED
AWARD DATE	:	
PROJECTED COMPLETION DATE:		
CONTRACT CALENDAR DAYS	:	27
CONSTRUCTION TYPE CODE	:	

I CERTIFY THAT THE UNIT PRICES AS SHOWN ON THE TABULATION OF BIDS IS A TRUE AND CORRECT COPY OF THE UNIT PRICES RECEIVED FOR THIS PROJECT.

STEVE LONG
ENGINEER OF DESIGN - AERONAUTICS

AIRPORT: PEKIN MUNICIPAL
 COUNTY: TAZEWELL

----- DETAIL CONTRACTOR BIDS -----							
ITEM NBR		ITEM DESCRIPTION BIDR NBR BIDDER NAME	UNIT OF UNIT QUANTITY MEASURE PRICE		SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF
ENGINEER'S FIELD OFFICE							
AR150510		R. A. Cullinan and Son, A Division of	1.000	L.S.			
* 1284		United Contractors Midwest, Inc.		1,823.0100 *	1,823.01	1,823.01	
CENTRAL BUREAU ESTIMATE							
				6,000.0000		6,000.00	
AVERAGE BID							
				1,823.0100		1,823.01	
				4,176.9900-		4,176.99-	
				4,176.9900-		4,176.99-	
TRAFFIC MAINTENANCE							
AR150530		R. A. Cullinan and Son, A Division of	1.000	L.S.			
* 1284		United Contractors Midwest, Inc.		15,226.0400 *	15,226.04	15,226.04	
CENTRAL BUREAU ESTIMATE							
				7,000.0000		7,000.00	
AVERAGE BID							
				15,226.0400		15,226.04	
				8,226.0400+		8,226.04+	
				8,226.0400+ ????		8,226.04+ ????	

HAUL ROUTE							
AR150540		R. A. Cullinan and Son, A Division of	1.000	L.S.			
* 1284		United Contractors Midwest, Inc.		9,722.7200 *	9,722.72	9,722.72	
CENTRAL BUREAU ESTIMATE							
				5,500.0000		5,500.00	
AVERAGE BID							
				9,722.7200		9,722.72	
				4,222.7200+		4,222.72+	
				4,222.7200+		4,222.72+	
SHOULDER ADJUSTMENT							
AR152480		R. A. Cullinan and Son, A Division of	540.000	S.Y.			
* 1284		United Contractors Midwest, Inc.		11.4600 *	6,188.40	6,188.40	
CENTRAL BUREAU ESTIMATE							
				8.5000		4,590.00	
AVERAGE BID							
				11.4600		6,188.40	
				2.9600+		1,598.40+	
				2.9600+		1,598.40+	
CLEAN & SEAL BITUMINOUS CRACKS							
AR201661		R. A. Cullinan and Son, A Division of	800.000	L.F.			
* 1284		United Contractors Midwest, Inc.		4.8500 *	3,888.00	3,888.00	

ELMS014:DTGB2399:ELMR099
06/17/13 11:33:28
LETTING DATE: 06 14 2013
FEDERAL PROJECT: 3-17-0078-B14
ILL PROJECT: C1-5 -4264
UNITS PRICE DEVIATION OF BIDS
LETTING TYPE: AERONAUTICS
CONTRACT NUMBER: PN007
LETTING ITEM NUMBER: 032A
PAGE: 4

AIRPORT: PEKIN MUNICIPAL
COUNTY: TAZEWELL

DETAIL CONTRACTOR BIDS									
ITEM NBR	ITEM DESCRIPTION	QUANTITY	UNIT	MEASURE	PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF	
BIDR NBR	BIDDER NAME								
CENTRAL BUREAU ESTIMATE									
	AVERAGE BID				7.0000		5,600.00		
	AVERAGE DEVIATION \$				4.8600		3,888.00		
	DESIGNATED BID DEVIATION \$				2.1400-		1,712.00-		
					2.1400-		1,712.00-		
AR401614	BIT. SURF. CSE.-METHOD II, SUPERPAV	1,636.000	TON						
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.				103.6900 *	169,636.84	169,636.84		
CENTRAL BUREAU ESTIMATE									
	AVERAGE BID				105.5000		172,598.00		
	AVERAGE DEVIATION \$				103.6900		169,636.84		
	DESIGNATED BID DEVIATION \$				1.8100-		2,961.16-		
					1.8100-		2,961.16-		
AR401650	BITUMINOUS PAVEMENT MILLING	18,486.000	S.Y.						
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.				2.8900 *	53,424.54	53,424.54		
CENTRAL BUREAU ESTIMATE									
	AVERAGE BID				5.0000		92,430.00		
	AVERAGE DEVIATION \$				2.8900		53,424.54		
	DESIGNATED BID DEVIATION \$				2.1100-		39,005.46-		
					2.1100- ???		39,005.46- ???		
AR402620	POROUS FRICTION COURSE 5/8"	18,486.000	S.Y.						
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.				5.8900 *	108,882.54	108,882.54		
CENTRAL BUREAU ESTIMATE									
	AVERAGE BID				6.0000		110,916.00		
	AVERAGE DEVIATION \$				5.8900		108,882.54		
	DESIGNATED BID DEVIATION \$				0.1100-		2,033.46-		
					0.1100-		2,033.46-		
AR510510	TIE DOWN	15.000	EACH						
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.				551.2500 *	8,268.75	8,268.75		
CENTRAL BUREAU ESTIMATE									
	AVERAGE BID				450.0000		6,750.00		
	AVERAGE DEVIATION \$				551.2500		8,268.75		
	DESIGNATED BID DEVIATION \$				101.2500+		1,518.75+		

ITEM NBR ITEM DESCRIPTION BIDR NBR BIDDER NAME		QUANTITY	UNIT OF MEASURE	UNIT PRICE	SUMMATION OF BIDDER EXTENSIONS	SUMMATION OF CALCULATED EXTENSIONS	BIDR CALC EXTENSION DIFF
----- DETAIL CONTRACTOR BIDS -----							
DESIGNATED BID DEVIATION \$				101.2500+		1,518.75+	
AR510900 REMOVE TIE DOWN		45.000	EACH				
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.			507.9600 *	22,858.20	22,858.20	
CENTRAL BUREAU ESTIMATE				230.0000		10,350.00	
AVERAGE BID				507.9600		22,858.20	
AVERAGE DEVIATION \$				277.9600+		12,508.20+	
DESIGNATED BID DEVIATION \$				277.9600+ ????		12,508.20+ ????	
AR603510 BITUMINOUS TACK COAT		9,243.000	GAL.				
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.			1.2200 *	11,276.46	11,276.46	
CENTRAL BUREAU ESTIMATE				2.5000		23,107.50	
AVERAGE BID				1.2200		11,276.46	
AVERAGE DEVIATION \$				1.2800-		11,831.04-	
DESIGNATED BID DEVIATION \$				1.2800- ????		11,831.04- ????	
AR620520 PAVEMENT MARKING-WATERBORNE		1,142.000	S.F.				
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.			2.1500 *	2,455.30	2,455.30	
CENTRAL BUREAU ESTIMATE				2.5000		2,855.00	
AVERAGE BID				2.1500		2,455.30	
AVERAGE DEVIATION \$				0.3500-		399.70-	
DESIGNATED BID DEVIATION \$				0.3500-		399.70-	
AR620525 PAVEMENT MARKING-BLACK BORDER		932.000	S.F.				
* 1284	R. A. Cullinan and Son, A Division of United Contractors Midwest, Inc.			2.1500 *	2,003.80	2,003.80	
CENTRAL BUREAU ESTIMATE				2.5000		2,330.00	
AVERAGE BID				2.1500		2,003.80	
AVERAGE DEVIATION \$				0.3500-		326.20-	
DESIGNATED BID DEVIATION \$				0.3500-		326.20-	



REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk & City Manager

From: Michael Guerra, City Engineer

AGENDA ITEM: Resolution for Annual Street Seal Coating

AGENDA DATE REQUESTED: July 22, 2013

ACTION REQUESTED: Approve Resolution for expenditure of MFT Funds for the Annual Street Seal Coating Project in the amount of \$200,000

DESCRIPTION: This is the resolution for the expenditure of MFT Funds for the Annual Street Seal Coating project. Amount for this year's expenses have been approved in the budget for FY2014 and are reduced from the previous years. The amount of motor fuel tax the City has received the past few years has declined from \$899,218 in FY 2009 to \$819,422 in FY 2013. In order to be most effective with this funding the City is evaluating the streets to determine the type of maintenance that is needed instead of maintaining the 7 year seal coating program.

The proposed area will be the streets in the subdivisions of Hickory Hills and Deerfield Estates along with the portion of California Road from Broadway to City limits that is now maintained by the City. These streets were chosen since they have been in service for 8-10 years with no seal coating or one application of seal coating. This makes the seal coating the most effective application for maintenance.

I recommend that this resolution be approved.

FINANCIAL IMPACT: \$200,000 of MFT Funds

NEIGHBORHOOD CONCERNS: None

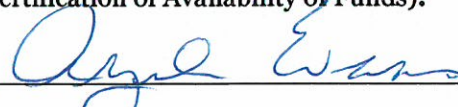
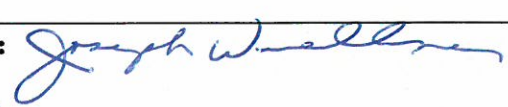
IMPACT IF APPROVED: The annual street seal coating will be covered this fiscal year using MFT Funds

IMPACT IF DENIED: The annual street seal coating will not be covered this fiscal year using MFT Funds

ALTERNATIVES: Use General Funds for the annual seal coating project

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

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

	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Director:	
Date:	7/15/2013
Finance Department (Certification of Availability of Funds):	
Date:	7-15-13 
Corporation Counsel:	
Date:	
City Manager:	
Date:	7/15/13



**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the Mayor of the
(Council or President and Board of Trustees)
City Pekin of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$200,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2013
(Date)
to April 30, 2014.
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Peoria, Illinois.

I, Sue E. McMillan Clerk in and for the City
(City, Town or Village)
of Pekin, County of Tazewell

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

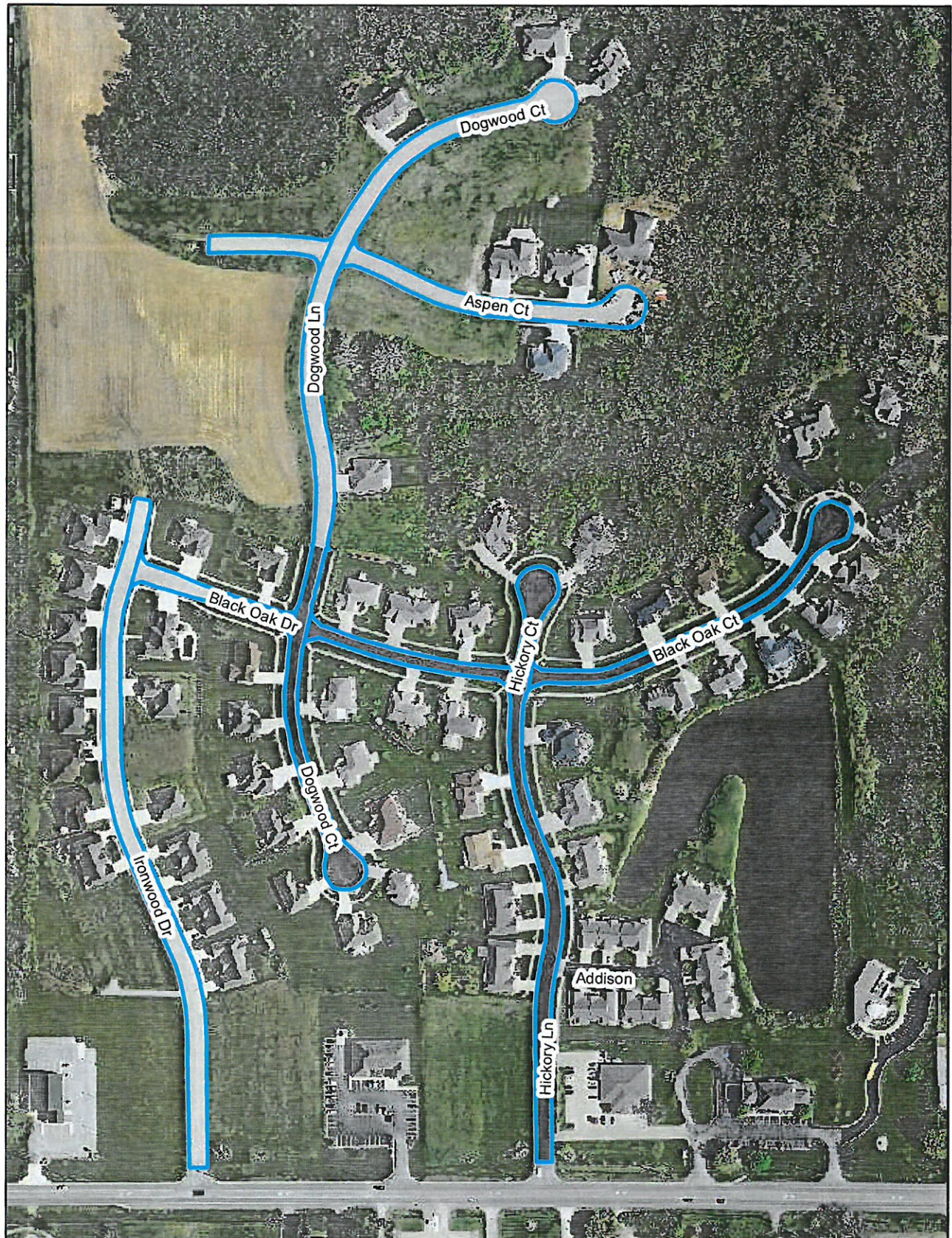
the Council at a meeting on July 22, 2013
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 22nd day of July, 2013.

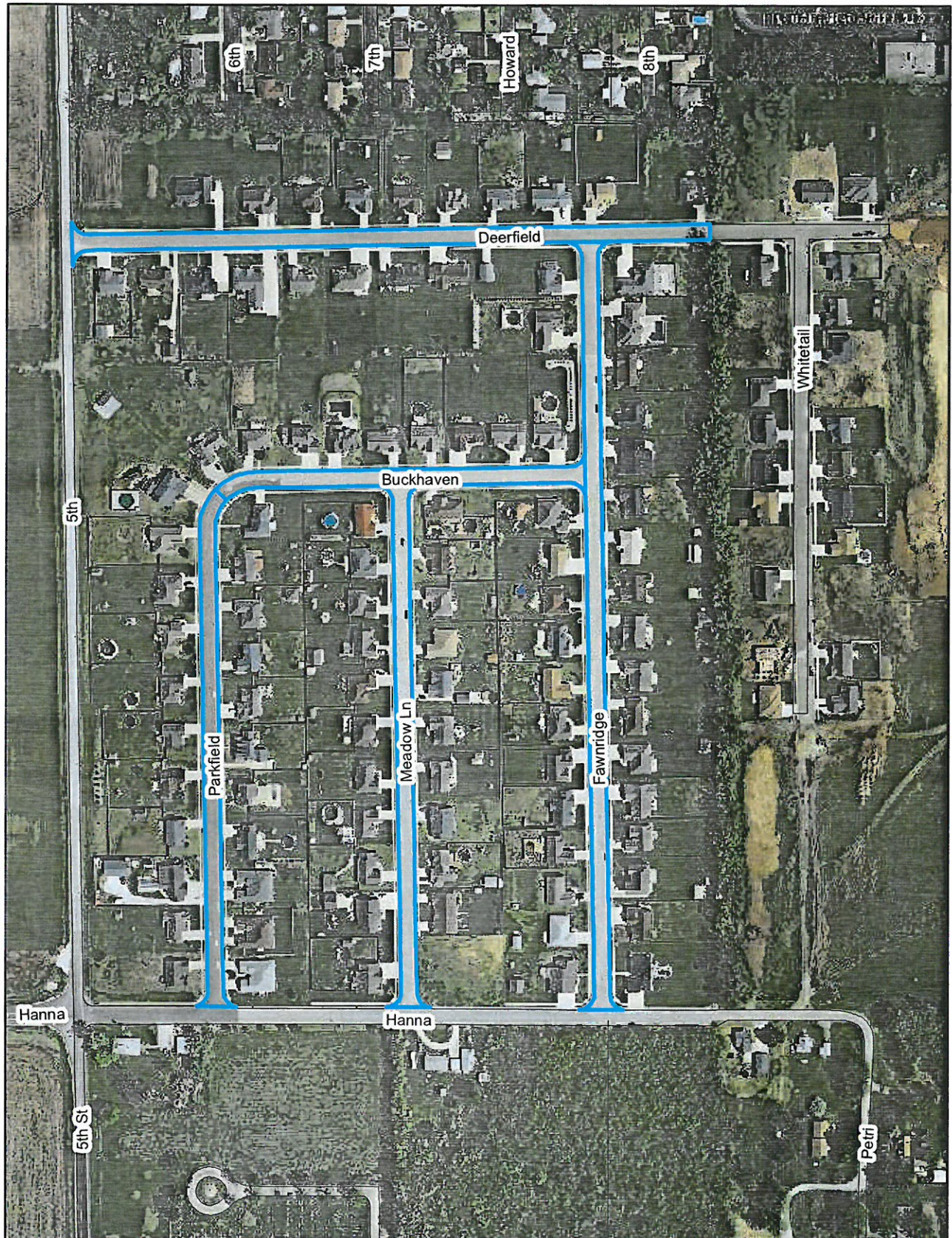
(SEAL) _____ City _____ Clerk
(City, Town or Village)

Approved _____ Date Department of Transportation _____ Regional Engineer

Hickory Hills Chip-Seal



Deerfield Chip-Seal



- ChipSeal
- Pekin_City_Limits

California