City of Pekin

REGULAR COUNCIL MEETING MONDAY, JUNE 11, 2012
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor Laurie L. Barra*		
3.0 ROLL CALL *Clerk to Call the Roll*		
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 May 29, 2012.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT ON AGENDA ITEMS *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.*		
7.0 CONSENT AGENDA		
7.1 **Resolution No. 41-12/13** – The Mayor's appointment of Marie Wynia to the Human Rights Committee for a three year term to fill the term for the resignation of Ed Fritz until May 2015.		4
7.2 **Receive and File** Tazewell County Health Department award of a $2,500 West Nile Virus Grant		2
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 **Tri-County Regional River Valley Presentation**	JA	4

9.0 NEW BUSINESS		
9.1 Pekin Housing Authority Rehabilitation Consulting Contract **DESCRIPTION:** Terms and conditions of the renewal contract for the CDBG Rehab Coordinator position with the Housing Authority. **ACTION:** Motion to approve the contract in the amount of $26,800 from May 1, 2012 to April 30, 2013.	PA	4
9.2 Resolution No. 42-12/13 – Acceptance of Letter of Intent to Transfer Property on VFW to Illinois Department of Transportation **DESCRIPTION:** Authorizes the conveyance of the property acquired for the construction of Veterans Drive to IDOT. The property needs to be transferred for the road that will become IL Route 9 and the responsibility of IDOT. **ACTION:** Motion to adopt the resolution.	JW	3
9.3 Ordinance No. 2661-12/13 – Accepting a Contract for the Sale of Real Estate and Authorizing the Sale of Municipally Owned Property **DESCRIPTION:** Approves the sale of 0.8 acres to Marion and Carol Dever for $3,800 and allows for the property and an adjacent lot to be deannexed from the City limits. The lots are unusable due to size and shape on VFW Road. **ACTION:** Motion to adopt the ordinance.	JW	5
9.4 Special Event Carnival **DESCRIPTION:** Request of Main Street for permission to allow Miller Spectacular Shows to hold a carnival on City owned lot at 2nd and Sabella Street on July 4, 5, 6, and 7th. **ACTION:** Motion to approve use of the lot contingent upon compliance with all requirements of an approved Special Event application.	MH	4
9.5 Agreements with Third Millennium **DESCRIPTION:** These agreements cover the billing production and e-pay systems to be provided by Third Millennium for Wastewater Billing. **ACTION:** Motion to approve the agreement.	DG	5
9.6 Bus Lease/Purchase Agreement **DESCRIPTION:** This agreement finalizes the details of the lease/purchase agreement for the 66 new buses for the next school year. We need to take action on this to take delivery of the buses as soon as possible so that we can install the GPS equipment and camera systems before the first day of school which will enhance student safety. This agreement is in conjunction with the intergovernmental agreement with Districts 108 and 303. **ACTION:** Motion to approve the agreement.	TW	5

9.7 Intergovernmental Transportation Agreement with School Districts 108 and 303 **DESCRIPTION:** This agreement is similar to past agreements with the School Districts. We have cleaned up some of the language and it outlines the duties and responsibilities of all parties. **ACTION:** Motion to approve the agreement.	TW	5
9.8 Agreement for Consulting Services with Hanson Professional Services Inc. **DESCRIPTION:** Provides design engineering and necessary construction support for the replacement of fuel dispensing systems at Pekin Municipal Airport. **ACTION:** Motion to approve the agreement.	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		
12.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:

MG	City Engineer Mike Guerra	PA	Economic Development Pamela Anderson
DG	Asst City Manager Darin Girdler	MH	Melida Heien Main Street Director
JW	City Manager Joseph Wuellner	TW	Superintendent Transportation Ty Whitford

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.

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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 A SPECIAL DATE TUESDAY, MAY 29, 2012 AT 5:30 O'CLOCK P.M. LAURIE L. BARRA, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, SCHMIDGALL, MASSAGLIA, MCCABE, HENDRICKS, AND BARRA

ABSENT: NONE

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

Roll was called and all Council Members were physically present. A quorum was present.

AGENDA

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

MINUTES

Motion by Council Member McCabe, seconded by Council Member Blanchard, that the **minutes of the Regular City Council Meeting of May 14, 2012, be approved as written.** On roll call vote, all present voted Aye.

CONSENT AGENDA

Motion by Council Member McCabe, seconded by Council Member Blanchard, 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 and Unapproved Minutes: Police Department, Building and Inspections, and Traffic Safety Committee Minutes dated May 4, 2012.
7.2 Receive and File Minutes of the Zoning Board of Appeals dated May 9, 2012
7.3 Receive and File Minutes of the Pekin Planning Commission dated May 9, 2012
7.4 Receive and File the Pekin Planning Commission Hearings and Recommendations: a. Hearing #05-1855 - recommends approval of the Rezoning of Five Properties addressed as follows: 281 Herman Street, 283 Herman Street, 305 Herman Street, 309 Herman Street and 311 Herman Street From B-3 (General Business District) to R-4 (Single Family Residential). b. Hearing #05-1856 - recommends approval of the Rezoning of the Property located on Velde Drive from R-2 (Single Family Residential) to RM-2 (Multiple Family Residential) due to density of the property and in regards to surrounding lots.
7.3 **Resolution No. 40-12/13** – Authorization to Publish the Zoning Map of the City of Pekin

On roll call vote all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

Police Officer Josh Bush and Firefighter Jamie Evans were recognized by their Chiefs as Officers of the Year. The Elk's Youth Award recipient students in attendance were honored and congratulations extended from the City Council. Members.

NEW BUSINESS

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **CHANGE ORDER 2 WITH WILLIAMS BROTHERS CONSTRUCTION FOR PHASE 2A OF THE WASTEWATER TREATMENT PLANT PROJECT in the amount of $107,728.00** be approved. On roll call vote, all present voted Aye.

Motion by Council Member Schmidgall, seconded by Council Member Abel that the **AMENDMENT TO HANSON PROFESSIONAL SERVICE, INC. AGREEMENT FOR PETRI LANE EXTENSION PROJECT for guidance and support in the amount of $38,569.00** be approved. On roll call vote, Ayes, Abel, Schmidgall, McCabe, Hendricks, Massaglia, Barra; Nay, Blanchard. Motion carried.

ORDINANCE NO. 1568-A190-12/13
PROVIDING FOR THE REZONING OF CERTAIN PROPERTY
PIN: 04-10-03-416-008, 04-10-03-416-009, 04-10-03-416-012,
04-10-03-416-013, 04-10-03-416-014 (CLERK NOTE: PIN 013 NOT RECORDED)
FROM B-3 (GENERAL BUSINESS TO R-4 (SINGLE FAMILY RESIDENTIAL)

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Ordinance No.1568-A190-12/13 be adopted. On roll call vote all present voted Aye.

ORDINANCE NO. 1568-A~~191~~-12/13
PROVIDING FOR THE REZONING OF CERTAIN PROPERTY
PIN: 04-04-25-100-035

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Ordinance No. 1568-A191-12/13 be adopted. On roll call vote all present voted Nay. Ayes – 0 Nays – 7 Motion Failed.

ORDINANCE NO. 1462-A313 - 12/13
AMENDING TITLE 8, CHAPTER 4, SECTION 1.D.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NO PARKING SCHEDULE
15-MIN SALVATION ARMY DAYCARE

Motion by Council Member Hendricks, seconded by Council Member Blanchard that Ordinance No. 1462-A313-12/13 be adopted. On roll call vote, all present voted Aye.

Motion by Council Member Blanchard, seconded by Council Member Hendricks that the **WATER USAGE DATA AGREEMENT WITH ILLINOIS AMERICAN WATER COMPANY** be approved. On roll call vote, Ayes, Abel, McCabe, Hendricks, Massaglia, Blanchard, Barra; Nay, Schmidgall. Ayes – 6 Nay – 1 Motion carried.

Motion by Council Member Blanchard, seconded by Council Member Massaglia that the **WATER SHUT-OFF AGREEMENT WITH ILLINOIS AMERICAN WATER COMPANY** be approved. On roll call vote, all present voted Aye.

Motion by Council Member Massaglia, seconded by Council Member Abel that the City proceed with financing up to $750,000.00 for the **PREPAYMENT OF THE ILLINOIS MUNICIPAL RETIREMENT FUND EARLY RETIREMENT INCENTIVE.**

Council Member Blanchard offered motion to amend the previous motion to cash in cd's available, seconded by Council Member Schmidgall.. On roll call vote; Ayes; Blanchard, Abel, Schmidgall, McCabe, Hendricks, Massaglia; Nay, Barra. Ayes – 6 Nay, 1 Motion Carried.

Council Member Blanchard offered a motion to prepay ERI out of City Reserves, seconded by Council Member Abel. On roll call vote; Ayes; Blanchard, Schmidgall, McCabe, Hendricks; Nays, Abel, Massaglia, Barra. Ayes – 4 Nay, 3 Motion Carried.

Motion by Council Member Massaglia, seconded by Council Member Abel that the City proceed with financing up to $2,300,000.00 for a term not to exceed ten years for various capital equipment items.

On roll call vote, Ayes, Abel, McCabe, Massaglia, Barra; Nays, Blanchard, Schmidgall, Hendricks. Ayes – 4 Nays – 3 Motion carried.

Motion by Council Member Massaglia, seconded by Council Member Abel that the City proceed with financing up to $1,100,000.00 for a term not to exceed twenty years for completion of Griffin Drive. On roll call vote, Ayes, Abel, Schmidgall, McCabe, Massaglia, Barra; Nays, Blanchard, Hendricks. Ayes – 5 Nay – 2 Motion carried.

EXECUTIVE SESSION
Motion by Council Member Abel, seconded by Council Member Massaglia, that the Council move to Executive Session at 7:25 p.m. to discuss 65 ILCS 120/2 (c) (6) Sale of Municipally Owned Property. On roll call vote all present voted Aye.

Council returned to open session. No further business to come before the Council, motion by Council Member Abel, seconded by Council Member McCabe to adjourn. Unanimously approved by voice vote.

COUNCIL ADJOURNED AT 7:40 P.M.

Sue E. McMillan
City Clerk

RESOLUTION NO. 41 - 12/13

PEKIN, ILLINOIS, June 11, 2012 19

RESOLUTION BY COMMISSIONER

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

the Mayor's appointment of Marie Wynia to the Human Rights Committee for a three year term until May 2012 to fill a vacancy left by Ed Fritz is here by approved.

1268 Florence Avenue

Pekin, Illinois 61554

(309) 840-4753

(309) 477-4645

mwynia@bop.gov

SIGNED BY

MAYOR.

City of Pekin

Application for Appointment to a City Commission, Board, or Committee

The City of Pekin welcomes your interest in an appointment to a commission, board, or committee. These organizations are intended to help city government deliver high quality programs and services to the residents of our community and to our visitors. Broad community representation on these groups is crucial to their effectiveness.

Your Name: Marie Wynia

Your Address: 1268 Florence Aveneue
Apt. A
Pekin, IL 61554

Your Telephone Number: 309-840-4753

Your E-Mail Address: mwynia@bop.gov

Your Work Telephone Number: 309-477-4645

You are interested in serving on which commission, board, or committee?

Human Rights Commission

Why are you interested in serving?

I would like to provide a perspective of someone who has lived in diverse areas of the United States and contribute to an improved quality of life in Pekin.

What qualifications do you have to serve? A resume in not required, but if you have one please attach it to this application.

What happens next?

Your application will be evaluated by the Mayor, the City Manager, and the department head who works most closely with the commission, board, or committee. If you are selected, the Mayor will propose your appointment at a meeting of the Council subject to ratification by the Council. We will let you know of our decision before the meeting takes place.

City of Pekin
111 South Capitol Street
Pekin, Illinois 61554
309-477-2300 * 309-346-2095 fax

Marie Wynia

1268 Florence Avenue, Pekin, IL 61554
803-410-0018
Mwynia@bop.gov

Professional Profile

Career Objective

Participate on the Pekin Human Rights Commission, providing a perspective from someone who has live in all regions of the United States.

Personal Profile

I have completed a full career with the Bureau of Prisons and I'm seeking a position to bring new ideas not only to the local community but gain skills that will assist me in daily duties working with a diverse inmate population and workforce.

Skills Summary

- Word/Excel/Powerpoint
- Media/Press releases
- Corel Word Perfect/Quattro Pro
- Handling multiple deadlines
- Planning/Directing conferences/meetings
- Proofreading

Employer

- **F**
  ederal Bureau of Prisons – 1992 to 2012
- F
  CI Pekin, Illinois, Executive Assistant/Satellite Operations Administrator
- F
  CC Butner, NC, Business Adminsitrator
- F
  CI Williamsburg, SC, Consolidated Services Manager
- F
  CI Milan, MI, Controller
- U
  SP Terre Haute, IN, Budget and Accounting Officer
- F
  CI Cumberland, MD, Accountant
- F
  CI Tallahassee, FL, Accountant Trainee
- F
  PC Yankton, SD, Accounting Technician

Professional Experience

Organization/Leadership

- During my career with the Bureau of Prisons I have been responsible for managing 45 staff, including department heads and line staff. My experience at this level of supervision required facilitating team building, ensuring each department was in compliance with policy by monitoring audits and reviewing findings of outside auditors, and identifying training needs of subordinates to improve individual and department performance.

- Participate in continuous learning through training opportunities and reading management and leadership materials. I have complete the Office of Peronnel Management's Leadership Training, and attended multiple seminars to ensure my leadership techniques are kept current.
- As the Executive Assistant/Satellite Operations Administrator I maintain a position which manages a 328 bed minimum security prison camp as well as serve as the executive assistant to the CEO. I also serve as the Public Information Office. These responsibilities require organizational skills to ensure all reporting deadlines are met and dealing with unanticipated invents which may create media attention at the facility. Pro-active completion of duties must be accomplished to accommodate frequent unscheduled reports or other events which interrupt planned work.
- Upon assuming my current position with the Bureau of Prison it had been vacant for several months and no subject matter expert was available to train me in my duties. I reviewed prior reports on file, determined duties to be completed and developed a calendar of events, created new reporting that assists with completion of routine tasks, and created a LAN based guide for location of information to assist future staff who will be responsible for this position.

Secondary Functional Expertise

- Describe functional expertise as it relates to your current or former job experiences.

Additional Functional Expertise

- Financial Management of a Federal Bureau Of Prisons correctional complex. I have 18 years of experience management federal procurement, accounting, accounts receivable, and cash management. I was responsible for ensuring separation of duties for all financial activities were accomplished. Further I monitored the fund status of the facility to ensure all expenditures were within budget and proper for the type of appropriation. This position required all staff operated under strict deadlines and with extreme accuracy. The department received superior audits throughout my tenure.

Education

MOUNT MARTY COLLEGE – Yankton, SD
Emphasis - Accounting

CONCORDIA UNIVERISTY – Ann Arbor, MI
Emphasis – Criminal Justice

567 Rose Lane ◆ Colorado Springs, CO 81207 ◆ (960) 555-0112 ◆ someone@example.com

HUMAN RIGHTS COMMITTEE

4TH WEDNESDAY OF EACH MONTH

MELINDA FIGGE
3909 WAGONSELLER RD
TREMONT, IL
352-2874 .... TERM ENDS MAY 2013

MICHELE MOUL
1131 EL CAMINO DRIVE
drmoul@omnilec.com
337-0404 .... TERM ENDS MAY 2014

GREGG RATLIFF
1507 NORTH 12TH STREET
241-8250 .... TERM ENDS MAY 2014
gratliff@herget.com

ROGER GOODSON
3309 W. CAPITOL DRIVE, PEORIA 61614
208-8386 .... TERM ENDS MAY 2014
roger.goodson@amwater.com

BILL FLEMING
466 WILDWOOD DRIVE
GROVELAND, IL 61535
346-2106 .... TERM ENDS MAY 2015

DANIELLE OWENS
2010 W. LIAM'S WAY
DUNLAP, ILLINOIS 61525
dnowens@pekinhigh.net
453-3304 (cell) 477-4306 (work).................. TERM ENDS MAY 2015

MARIE WYNIA
1268 FLORENCE AVENUE APT A
PEKIN, ILLINOIS 61554
mwynia@bop.gov
840-4753 (cell) 477-4645 (work)............. TERM ENDS MAY 2015

RESIGNATIONS:
CHRIS COPLAN
TERM ENDS MAY 2013

KEVIN ANDREWS
TERM ENDS MAY 2013

Tazewell County Health Department
Established 1970

May 23, 2012

Ronald Sieh
City of Pekin
111 S. Capitol St
Pekin, IL 61554

Dear Mr. Sieh:

Tazewell County Health Department would like to congratulate you on being awarded a $2500 West Nile Virus Grant to be used for the plans you submitted on your West Nile Virus Grant information sheet.

Please remember that if you deviate from the proposed spending plan you submitted, you must first contact TCHD to have approval of the changes. An end of year report detailing program expenditures must be submitted to TCHD no later than 12-31-12.

If you have any questions please feel free to contact me at 309-477-2223, ext. 286.

Sincerely,

TAZEWELL CO. HEALTH DEPT.	SUBMITTED THROUGH & APPROVED BY:
Melissa J. Goetze, B.S.	Evelyn Neavear, B.S., L.E.H.P.
Environmental Health Specialist	Director of Environmental Health

MG:mg
Enclosures

TAZEWELL COUNTY HEALTH DEPARTMENT
WEST NILE VIRUS GRANT INFORMATION SHEET
MUST BE RETURNED NO LATER THAN APRIL 16, 2012
TO BE CONSIDERED FOR ANY MONIES

ENITIY: City of Pekin

CONTACT NAME: Ronald W. Sieh

ADDRESS: 111 S. Capitol Street; Pekin

PHONE: (309)477-2315 EMAIL: rsieh@ci.pekin.il.us

1. LIST PLANS FOR USE OF MONIES GRANTED

(see attached)

2. PROPOSED SPENDING PLAN

(see attached)

SIGNATURE OF REPRESENTATIVE

3/29/2012
DATE

RETURN TO: Melissa Goetze
Tazewell County Health Department
21306 IL Route 9
Tremont, IL 61568

309-925-5511 EXT. 286
FAX 309-925-4100

City of Pekin Inspection and Zoning
111 South Capitol Street • Pekin, Illinois 61554 • (309) 477-2315

March 29, 2012

RE: West Nile Virus Grant

1). Plan for use of Monies

a). Public Education
Inform citizens about mosquito-transmitted diseases
Life cycles of mosquito's
Habitat and Food sources
Safety concerns

b). Public service announcements on government access channel

c). Informational brochures or handouts

d). Tire drives to eliminate discarded tires

e). Informational hand-outs on reduction of junk and clutter

2). Proposed spending plan

a). Incorporate tire drive and debris removal into the annual Spruce up Pekin event to eliminate the cost to the citizens for disposal of tires and debris.

b). Print and distribute informational handouts or brochures on where to dispose of tires and debris with dates for the clean-ups.

c). Distribute information and incorporate public service announcements on government access channel detailing the safety concerns and precautionary measures on what West Nile Virus is and how to prevent it from becoming a public hazard.

d). Gas and mileage costs for enforcement officers to apply larvicide's tablets to problem areas, such as pools and ponds at foreclosed or abandoned houses.

e). Fill out standing water report forms and follow up with property owners to see if the problem has been resolved or if there are other remedies to cure the problem.

Ronald W. Sieh
Code Enforcement Officer
City of Pekin

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

WEST NILE VIRUS CONTRACT

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

COUNTY OBLIGATIONS

The COUNTY agrees to provide grants determined by the submitted proposed spending plan from the GRANTEES. The COUNTY has monies that will be shared amongst GRANTEES. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on the date of this Agreement and end on **12-31-12**. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement will have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The GRANTEE agrees that all grant monies will be used in support of and in connection with the COUNTY approved West Nile Virus program. The COUNTY will monitor the West Nile Virus program. Failure of GRANTEE to comply with this Plan will require forfeiture of all unused grant funds. GRANTEE must have prior approval from the COUNTY prior to any spending or program changes from the proposed spending plan.

GRANTEE will use and submit to the COUNTY the standing water report forms provided by the COUNTY. This report states where standing water was discovered and what was done to correct the issue.

GRANTEE agrees to prepare and submit an end of the year report detailing program expenditures by **12-31-12** to the COUNTY.

The GRANTEE agrees to comply with all laws and shall properly credit Tazewell County Health Department on any written materials.

TAZEWELL COUNTY	GRANTEE
By:	By:
Dated: 3/10/12	Dated: 3/29/2012

70-232
711

TAZEWELL COUNTY
TREASURER OF SAID COUNTY
FOURTH & COURT STREETS - PEKIN, IL 61554-4298

HERGET NATIONAL BANK
OF PEKIN, ILLINOIS

128841

DATE	CHECK NUMBER	VOID IF NOT CASHED WITHIN 60 DAYS AMOUNT
05/18/2012	128841	$******2,500.00

TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS************************************

PAY TO THE ORDER OF CITY OF PEKIN 38452

COUNTY GENERAL FUND OUT OF ANY MONIES IN THE TREASURY HERE TO FORE APPROPRIATED BY ORDER OF COUNTY BOARD

Christie A. Webb
Mary J. Burress

TWO AUTHORIZED SIGNATURES REQUIRED

⑈128841⑈ ⑆071102322⑆ 34⑈3404⑈

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk, Finance Dept., City Attorney

From: Joe Wuellner, City Manager

AGENDA ITEM: Renewal of contract with the Pekin Housing Authority for the Rehab Coordinator position.

AGENDA DATE REQUESTED: June 11, 2012

ACTION REQUESTED: Council approval of the Housing Rehabilitation consulting contract with the Pekin Housing Authority.

DESCRIPTION: This is a one (1) year renewal contract for the CDBG Rehab Coordinator position with the Pekin Housing Authority. The City of Pekin has participated with the Pekin Housing Authority for the last seven years. This contract is from May 1, 2012 to April 30, 2013.

FINANCIAL IMPACT: The expense of the contract is $2,233.33 a month/$26,800 for the fiscal year, which is budgeted within the current fiscal year within the Community Development Block Grant budget.

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: The City of Pekin will enter into a contract with the Pekin Housing Authority.

IMPACT IF DENIED: The City of Pekin will renegotiate with the Pekin Housing Authority concerning the Rehab Coordinator position.

ALTERNATIVES: The City could hire a part-time employee.

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: Pamela Anderson

Date:
Finance Department (Certification of Availability of Funds): Date: 5-29-12 Angela Evans
Corporation Counsel: Date: 5-31-12
City Manager: Date:

HOUSING REHABILITATION CONSULTING CONTRACT

This contract is made and entered as of the first day of May, 2012, by and between the CITY OF PEKIN, an Illinois municipal corporation ("Pekin"), having an office at 111 S. Capitol Street, Pekin, Illinois 61554, and the Housing Authority of the City of Pekin ("Consultant") having an office at 1901 Broadway Road in Pekin, Illinois.

Article 1
Statement of Work

Consultant shall render to Pekin the services described in Exhibit A, attached hereto and made a part hereof.

Consultant shall perform such services with all due diligence and within time frames established by HUD guidelines. The services shall be performed in a professional and businesslike manner in accordance with recognized professional standards and shall be in accordance with such requirements or restrictions as may be lawfully imposed by any governmental authority. The services shall be completed to Pekin's satisfaction. Pekin and Consultant agree to all of the terms and provisions of the Exhibit attached hereto, which is considered part of this Contract.

Article 2
Contract Price

Upon submission of invoices by Consultant as required herein, Pekin shall pay Consultant for the performance of this Contract at a rate of $ 2,233.33 per month ($ 26,800 annually).

The scheduled payments include the cost of all labor, equipment, and materials required to complete the services described in Exhibit A, and all federal, state and local taxes, charges and excises applicable to the services. There is no minimum that Pekin is required to pay under this Contract.

Article 3
Billing and Payment

Consultant shall submit invoices for all services performed under this Contract. Invoices against this Contract shall indicate the services performed for which billing is rendered, shall separately identify any taxes included in the contract price, shall include Consultant's tax identification number, shall specifically identify this Contract, and shall be submitted in duplicate to Pekin at its address listed above, attention Pamela Anderson, Community Development Director. Payment shall be rendered within thirty (30) days of invoicing and/or acceptance or approval by Pekin of reports, drawings, change orders, and inspections. Final payment shall be made upon completion to Pekin's satisfaction of the services.

Article 4
Duration

This Contract applies to all work performed by Consultant which is described in Exhibit A, and shall terminate on whichever is earlier of April 30, 2013, or the date as of which Pekin notifies Consultant in writing that its services under this contract have been completed.

This Contract may be terminated by Pekin for its convenience at any time in whole or in part. In the event of any such termination, Consultant shall be entitled to payment for services rendered prior to the effective date of termination, and in the event payments made by Pekin to Consultant exceed reasonable compensation for services rendered prior to the effective date of termination, Consultant shall refund to Pekin the difference between the amount paid and the amount of reasonable compensation.

Article 5
Representatives

The Contract Representatives of the parties are identified below. The parties may designate another representative in writing from time to time.

Consultant's Representative is:	Pekin's Representative is:
Dennis D. Green Executive Director 1901 Broadway Road Pekin, IL 61554 Telephone (309) 346-7996 Fax (309) 346-7457	Joe Wuellner City Manager 111 S. Capitol Pekin, IL 61554 Telephone (309) 477-2300 Fax (309) 346-2095

Article 6
Title to Material

All right, title and interest in and to all work and work products developed or produced under this Contract whether in the form of reports, charts, outlines, specifications, drawings, sketches, models, samples, data, computer programs, documentation or other technical or business information, and all right, title and interest in patents, copyrights, trade secrets, trademarks and other intellectual property derived from such work and work products are hereby assigned by Consultant to Pekin. All work and work products prepared for Pekin under this Contract shall be delivered to Pekin as required herein or on termination or completion of this Contract, whichever is earlier, unless Consultant is requested in writing to do otherwise. Consultant agrees, upon request of Pekin, to require any of its personnel developing or producing work or work products under this Contract to execute an assignment of same to Pekin in a form provided by Pekin. All such work and work products prepared for Pekin under this Contract shall be considered "work made for hire" to the extent allowed by law.

Article 7
Confidential Information

Any plans, reports, outlines, specifications, drawing, sketches, models, samples, data, computer programs, work, work product, documentation, or other technical or business information ("Information") furnished or disclosed by Pekin to Consultant hereunder or that Consultant becomes aware of in connection with rendering services hereunder is the property of and shall be deemed confidential to Pekin and shall be returned to Pekin at the conclusion of this Contract, or shall be destroyed if Pekin shall so direct in writing. Unless such information was previously known to Consultant free of any obligation to keep it confidential or is subsequently or was previously made public by Pekin or by a third party having legal right to make such disclosure, it shall be held in confidence by Consultant and shall be used by Consultant for the purposes hereunder. Consultant shall obligate each of its employees, agents and subcontractors to keep such Information confidential in accordance with the foregoing requirements.

Article 8
Consultant's Information

No information furnished or disclosed by Consultant to Pekin under this Contract or in contemplation thereof shall be considered by Consultant to be confidential or proprietary information of any person other than Pekin.

Article 9
Relationship

Consultant shall exercise full control and direction over the employees of Consultant performing the services covered by this Contract. Any changes in personnel that may be reasonably requested by Pekin through its Representative, whether relating to the number of employees assigned to the work or the acceptability of particular employees, shall be made as soon as possible.

Neither Consultant nor its employees or agents shall be deemed to be Pekin's employees or agents. Consultant is an independent contractor for all purposes and at all times and is wholly responsible for the withholding and payment of all federal, state and local income and payroll taxes with respect to its employees, including contributions from them as required by law.

Article 10
Indemnity

TO THE EXTENT NOT PROHIBITED BY LAW, CONSULTANT SHALL INDEMNIFY, DEFEND, AND SAVE PEKIN AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT ARISE OUT OF OR RESULT FROM INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY WHICH MAY, OR BE ALLEGED TO, IN ANY WAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT. CONSULTANT'S OBLIGATION TO INDEMNIFY, DEFEND AND SAVE HARMLESS INCLUDES FROM ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES AND EXPENSES ARISING OR RESULTING, OR ALLEGED TO ARISE OR RESULT, FROM ANY MANNER OR COMPARATIVE, JOINT OR CONCURRENT NEGLIGENCE OF PEKIN, BUT DOES NOT INCLUDE

THOSE RESULTING FROM PEKIN'S WILLFUL MISCONDUCT OR SOLE NEGLIGENCE.

Article 11
Insurance

Prior to the commencement of work under this Contract, Consultant shall have, and shall maintain during the terms of this Contract (1) Comprehensive General Liability (CGL) insurance including Personal Injury, Blanket Contractual, and Broad Form Property Damage with limit of at least $1,000,000 combined single limit for bodily injury and property damage for each occurrence, (2) Professional Liability Insurance with a limit of at least $250,000 for each occurrence, (3) Worker's Compensation insurance as prescribed by the law of the state in which the work is being performed including employers' liability coverage with limits of at least $500,000 each accident, and (4) Comprehensive Automobile Liability coverage if use of vehicles is required in the performance of the work with a limit of $1,000,000 combined single limit for bodily injury and property damage each occurrence. The above insurance will designate Pekin as an additional insured and shall contain a standard cross-liability clause setting forth that Pekin, as an additional insured, will be treated as though a completely separate policy of insurance had been issued to Pekin. Consultant agrees that Consultant's insurer(s) and anyone claiming by, through, under or in Consultant's behalf shall have no claim, right of action or right of subrogation against Pekin based on any loss or liability insured against under the foregoing insurance. Consultant shall furnish, prior to the start of work, certificates of the foregoing insurance satisfactory to Pekin's Representative which shall contain a clause stating that Pekin is to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy. The coverage provided by Consultant shall be primary and any other insurance of Pekin is excess and non-contributory. Certificates of CGL insurance shall also set forth in full the cross-liability clause. Pekin shall not be required to make any payments under this Contract prior to receipt of such certificates of insurance.

Article 12
Records

Records supporting all of Consultant's invoices, including charges for labor, equipment, materials, and other disbursements, shall be kept on a generally accepted accounting basis, and shall be available to Pekin or its Representative during normal business hours for a period of five years after final payment has been made by Pekin or for a period of five years after final adjustment of payments following termination as otherwise provided herein, whichever is later.

Article 13
Assignment and Subcontracting

This Contract is for personal services and may not be delegated or assigned by Consultant. Any purported delegation of duties or assignment of rights by Consultant under this Contract is void. Consultant shall not subcontract any part of the work without the prior written consent of Pekin. Any such approved subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. All work performed by a subcontractor shall be deemed work performed by Consultant.

Article 14
Compliance with Law

Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws and regulations applicable to the services provided hereunder and to Consultant as an employer of labor or otherwise. Consultant shall further comply with all rules and regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

Article 15
Safety and Health

Consultant shall be responsible for the safety of the services performed under this Contract. In discharging that responsibility, it shall comply with the requirements of the Occupational Safety and Health Act of 1970, as amended, and any other federal, state, or local act or other requirement of the law affecting safety and health. Consultant shall insure that any of its personnel that enter the premises of Pekin comply with all applicable rules and regulations, security regulations and procedures, and governmental security laws and regulations.

Article 16
Written Notice

Unless otherwise provided herein, whenever notice or consent is required to be given by the terms of this Contract, it shall be in writing and shall be given to the Representatives designated under this Contract.

Article 17
Waiver

The failure of either party at any time to enforce any option, right, privilege or remedy under the terms of this Contract with respect to any breach or failure by the other party shall not be construed as a waiver of the same or any other option, right, privilege or remedy with respect to any other breach or failure by the other party.

Article 18
Severability

If one or more of the provisions of this Contract shall be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Contract, but this Contract shall then be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly. However, to the extent Article 10 would be invalid, unenforceable, void or voidable insofar as it obliges Consultant to indemnify and save harmless Pekin from its own negligence, then that Article shall be read as requiring the maximum level or type of indemnification and saving harmless (particularly with respect to Consultant's own negligence) that is permitted by applicable law.

Article 19
Survival of Obligation

The obligations of the parties under this Contract that by their nature continue beyond the expiration of this Contract shall survive any termination or cancellation of this Contract.

Article 20
Choice of Law and Venue

The construction, interpretation and performance of this Contract shall be governed by the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are performable in Tazewell County, Illinois, and Tazewell County, Illinois shall be the sole and exclusive venue for any litigation or other proceedings as between the parties that may be brought, or arise out of, or in connection with or by reason of this Agreement.

Article 21
Captions

The captions in this Contract are included only as a matter of convenience and shall not be construed to define, limit, enlarge or described any of the provisions contained in this Contract.

Article 22
Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and shall not be modified or rescinded except by a writing signed by both parties. This Contract supersedes all contemporaneous oral agreements and all prior oral and written quotations, proposals, representations, communications, agreements and understandings of the parties with respect to the subject matter of this Contract.

IN WITNESS WHEREOF, Consultant and Pekin have executed this Contract as of the date first above written.

HOUSING AUTHORITY OF THE CITY OF PEKIN	CITY OF PEKIN, an Illinois municipal corporation
______________________________	______________________________
Dennis D. Green, Executive Director	Signature
	Joe Wuellner, City Manager
	Name & Title

Exhibit A

Position Title: Modernization/Housing Rehabilitation Coordinator

Job Description:
This position inspects and evaluates the agency's physical property, recommends improvements, and provides assistance in managing the Capital Fund Program and individual work projects. This position is a full-time employee of the Housing Authority and is contracted out part-time to the City of Pekin to work on its single-family home rehabilitation program. Work is performed in accordance with standardized procedures or prior instructions.

Reports To:
Executive Director. Work is reviewed while in progress and for accuracy and compliance with instructions upon completion.

Primary Functions as Modernization Coordinator:

1. Perform annual inspections of all dwelling units, common areas, buildings, and sites for all Housing Authority properties to determine needs for short-term repairs and modernization projects.
2. Serve as the Housing Authority's representative with architects, engineers, and contractors working on modernization projects.
3. Coordinate environmental review with the City of Pekin for specific work projects to secure the release of funds. Submit the completed environmental review to the Executive Director.
4. Participate in evaluating Architect/Engineering (A/E) firms for recommendation to the Board.
5. Recommend a scope of work for specific projects.
6. Prepare specifications for work projects performed without an A/E firm.
7. Assist A/E professionals in preparing specifications to assure that specifications reflect the Housing Authority's needs and intentions.
8. Recommend a bidder's list of qualified contractors to be invited to bid on specific work projects.
9. Conduct the pre-bid meeting for specific work projects.
10. Participate in the public bid opening.
11. Secure bids for work items that are not procured by the sealed bid method due to size of the project (i.e. – tree trimming and sidewalk repair/replacement).
12. Serve as inspector preparing a daily inspection report while work is being performed under contract. File reports with the Clerk of the Works in a timely manner.
13. Serve as the Housing Authority's representative reviewing requests for contract modifications and making recommendations to the Contracting Officer.

Position Title: Modernization/Housing Rehabilitation Coordinator

14. Perform punch list inspection when work projects have been completed. Make sure punch list items have been completed.
15. Perform 11-month warranty inspection of completed work. Address any findings with contractors prior to the warranty expiration date.
16. Assist the Administrative Assistant in closing out the contract.
17. Attend training sessions and learn new procedures as required.
18. Perform other related duties as required.

Qualifications and Experience:

1. Must have a valid Illinois drivers' license and proof of insurance.
2. Must have own transportation.
3. Ability to read signs and follow oral and written instructions.
4. Able to relate well with tenants, management, staff, and public.

Physical Requirements:

1. Must be in good physical condition to inspect properties and visit construction sites.
2. May be required to work under hazardous and adverse conditions such as sleet, snow, heat, cold, dust, dirt, cramped quarters, and high places.

Environmental Requirements:

1. Must be able to work in an office setting and on construction sites or in private residences.

Primary Functions as Housing Rehabilitation Coordinator:
The purpose of this position is to work with the Intake Specialist to coordinate the housing rehabilitation project applications/activities, and monitor housing rehabilitation projects for compliance with terms, contracts, & federal regulations. The work is performed under the direction of the Director of Planning and Economic Development/Community Development Coordinator.

Reports To: Community Development Coordinator at the City of Pekin

1. Initial and clearance house inspections for CDBG Rehab programs/HOME program, then take the inspection form and use a computerized spec program for a work write up. Before and after pictures needed. Compiles all work write-ups following first inspection.
2. Verifies that permits for work are acquired and schedules final walk-through with appropriate Inspectors and Contractor.
3. Attends & leads pre-construction conferences.

Position Title: Modernization/Housing Rehabilitation Coordinator

4. Monitors work during rehabilitation for compliance with rehabilitation program. Completes progress reports.
5. Ability to moderate conflicts with contractors and homeowners.
6. Supervises contractor work for compliance with construction contract. Request appropriate forms from Intake Specialist to have homeowner and contractor sign. Requests invoices from contractors and then submits invoices/completed files to Intake Specialist.
7. Ability to maintain confidentiality.
8. Assures compliance with general safety standards.
9. Plans work projects. Develops/drafts blueprints/floor plans.
10. Receives and responds to complaints and questions by telephone and in-person.
11. Perform other related duties as required.

Qualifications and Experience:

1. HUD/CDBG background and understanding.
2. Lead inspection and testing experience.
3. High school diploma or equivalent, vocation/technical training in construction techniques and management; five years construction/contractor experience, or any combination of education and experience that provides equivalent knowledge, skills, and abilities.
4. Must have a valid Illinois drivers' license and proof of insurance.
5. Interpersonal skills for working with low-income/disadvantaged persons and contractors.
6. Certification/Illinois State License for Lead Assessor to perform required lead testing on rehabilitation projects (initial and clearance).
7. Read Sid wells, maps and plats.
8. Familiar with the BOCA/International Building Codes, computerized specification writing program, and computer programs (Microsoft Word, Excel and Outlook).

Physical & Mental Abilities Required to Perform Essential Job Functions:

1. Language Ability and Interpersonal Communication.
    a. Requires the ability to perform mid-level data analysis including the ability to audit, deduce, assess, conclude and appraise. Requires discretion in determining and referencing such to established criteria to define consequences and develop alternatives.
    b. Ability to utilize a variety of advisory and design data and information such as architectural drawings, plats, contract documents, specifications, code complaints, billing invoices, billing statements,

meeting minutes/agenda, codes, maps and non-routine correspondence.
  c. Ability to communicate orally and in writing with customers, attorneys, contractors, architects, engineers, and builders.
2. Mathematical Ability
  a. Ability to calculate percentages, fractions, decimals, volumes, area, ratios, and spatial relationships. Ability to interpret basic descriptive statistical reports.
3. Judgment and Situational Reasoning Ability
  a. Ability to use functional reasoning and apply rational judgment in performing diversified work activities.
  b. Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory and / or judgmental criteria.

Physical Requirements:
1. Ability to operate, maneuver and/or steer equipment and machinery requiring simple but continuous adjustments, such as motor vehicle, typewriter, computer terminal, telephone, calculator and tape measure.
2. Ability to exert very moderate physical effort in sedentary to light work, typically involving some combination of stooping, kneeling, crouching and crawling and lifting.
3. Ability to recognize and identify degrees of similarities or differences between characteristics of shapes associated with job-related objects, materials and tasks.

Environmental Requirements:
1. Ability to work under moderately safe and comfortable conditions.

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Resolution to Transfer Property on VFW to IDOT

AGENDA DATE REQUESTED: 6/11/2012

ACTION REQUESTED: Approve the transfer of property the City acquired in its name to IDOT for use as Veterans Drive.

DESCRIPTION: The City through dealings with the landowner acquired property needed for the construction of Veterans Drive. Since the property was recorded in the City's name, it has to be transferred to IDOT for the road since it will become IL Route 9 when completed and the responsibility of IDOT. The transfer documentation and recording will be handled by IDOT with no additional costs to the City for this transaction.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Property is assigned to IDOT for Veterans Drive

IMPACT IF DENIED: Property remains the City's and Veterans Drive is delayed until it is transferred to IDOT

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: 5/31/12

Finance Department (Certification of Availability of Funds): Date: Not Applicable
Corporation Counsel: Date: 5/31/12
City Manager: Date: 5/31/12

RESOLUTION NO. 42-12/13

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that

1. The City of Pekin, Illinois accepts the terms and conditions of an agreement between the City of Pekin and the Illinois Department of Transportation to transfer the department's rights to the property hereinafter described.

   Parcel 4AJB003 on VFW Road

2. The conveyance documents will include only property deemed necessary for public use and that this property will be used for public purposes.

3. Joseph W. Wuellner, City Manager of the City of Pekin for the Pekin City Council, is hereby authorized and directed to execute the Letter of Intent on behalf of the City of Pekin.

4. Joseph W. Wuellner, City Manager of the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the agreement.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 11th of June 2012 and upon roll call vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this 14th day of May, 2012

Mayor Laurie L. Barra

ATTEST:

City Clerk Sue E. McMillan

Illinois Department of Transportation
Division of Highways / Region 3 / District 4
401 Main Street / Peoria, Illinois / 61602-1111
Telephone 309/671-3333

RECEIVED
MAY 17 2012

May 16, 2012

LAND ACQUISITION
FAU Route 6768 (VFW Road)
Section 02-00166-02-RP
Tazewell County
Job No. R-94-008-10
Parcel No. 4AJB003
Catalog No. 033479-09

Mr. Joe Wuellner
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Dear Mr. Wuellner:

This letter will document the Intent of the city of Pekin and the Illinois Department of Transportation to enter into a binding agreement to transfer the department's rights to the property hereinafter described.

Parcel 4AJB003 on VFW Road

The department will prepare the conveyance documents in accordance with 605 ILCS 5/4-508d and have them recorded in the Tazewell County Recorder's Office.

The city of Pekin understands that the conveyance documents will include only property deemed necessary for public use. The city of Pekin agrees that this property must be used for public purposes.

In order to document the city of Pekin's acceptance of the property transfer, we ask that the city, by Resolution, authorize you to sign the enclosed Letter of Intent. Please return the copy with your original signature, as well as a copy of the Resolution.

If you have any questions, please contact Ms. Jennifer Earleywine at (309) 671-3222.

Very truly yours,

Joseph E. Crowe, P.E.
Deputy Director of Highways,
Region Three Engineer

JAE:kme

s:\mgr1\winword\land acquisition\earleywine\intent-4ajb003.docx

Enclosures

cc: File

Please indicate the appropriate response by placing a check in the box adjacent to one of the alternatives listed below:

☐ The city of Pekin has reviewed the terms outlined in the Letter of Intent and requests the department to proceed with the necessary work to transfer the property from the city of Pekin to the department.

☐ The city of Pekin does NOT accept the terms outlined in the Letter of Intent and instructs the department to take no further action.

Accepted: ______________________________ Date: _____________
city of Pekin

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Joseph W. Wuellner, City Manager

AGENDA ITEM: Sale of Property on VFW

AGENDA DATE REQUESTED: June 11, 2012

ACTION REQUESTED: Approve sale of 0.8 acres to Marion & Carol Dever for $3,800 and allow for the property to be removed from the City limits.

DESCRIPTION: Through the sale of portions of the land from the City owned lot and the adjacent lot owned by the Devers, both lots became unusable due to sizes and shapes. The Devers made an offer to purchase the property for $3,800 with the request that it be taken out of the City limits. While this will remove a small piece of land from the City limits, it will place it back on the tax rolls and generate income for the area.

FINANCIAL IMPACT: income of $3,800

NEIGHBORHOOD CONCERNS: Maintenance of grass, weeds, and junk accumulating

IMPACT IF APPROVED: Takes the maintenance of the property out of the City's hands reducing costs

IMPACT IF DENIED: City will continue to incur costs to maintain the property with no taxes being generated.

ALTERNATIVES:

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.]

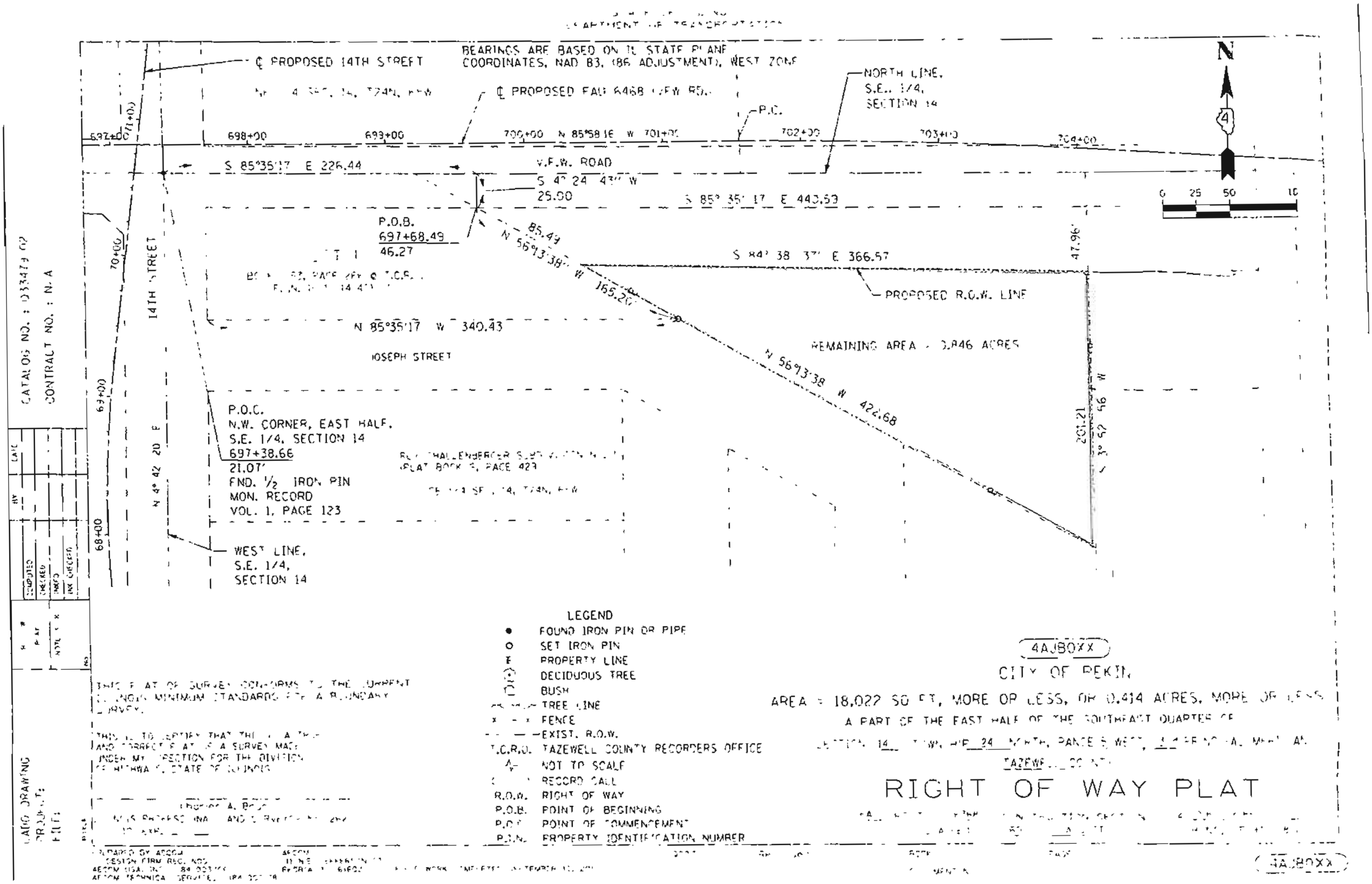
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure 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: 5/31/12

Finance Department (Certification of Availability of Funds): Date: Not Applicable
Corporation Counsel: Date: 5/31/12
City Manager: Date: 5/31/12



DEPARTMENT OF TRANSPORTATION
BEARINGS ARE BASED ON IL STATE PLANE COORDINATES, NAD 83, (86 ADJUSTMENT), WEST ZONE
℄ PROPOSED 14TH STREET
℄ PROPOSED FAU 6468
NORTH LINE, S.E. 1/4, SECTION 14
P.C.
N
4
698+00
699+00
700+00
N 85°58'16" W
701+00
702+00
703+00
704+00
S 85°35'17" E 226.44
V.F.W. ROAD
S 4° 24' 43" W
25.00
S 85° 35' 17" E 443.53
0
25
50
P.O.B.
697+68.49
46.27
85.49
N 56°13'38" W
165.20
S 84° 38' 37" E 366.57
47.96'
PROPOSED R.O.W. LINE
N 85°35'17" W 340.43
JOSEPH STREET
REMAINING AREA = 0.846 ACRES
N 56°13'38" W 422.68
201.21
14TH STREET
70+00
69+00
68+00
N 4° 42' 20" E
P.O.C.
N.W. CORNER, EAST HALF,
S.E. 1/4, SECTION 14
697+38.66
21.07'
FND. 1/2 IRON PIN
MON. RECORD
VOL. 1, PAGE 123
PLAT BOOK 3, PAGE 423
WEST LINE,
S.E. 1/4,
SECTION 14
CATALOG NO. : 033473 02
CONTRACT NO. : N.A
LEGEND
FOUND IRON PIN OR PIPE
SET IRON PIN
PROPERTY LINE
DECIDUOUS TREE
BUSH
TREE LINE
FENCE
EXIST. R.O.W.
T.C.R.O. TAZEWELL COUNTY RECORDERS OFFICE
NOT TO SCALE
RECORD CALL
R.O.W. RIGHT OF WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.I.N. PROPERTY IDENTIFICATION NUMBER
4AJBOXX
CITY OF PEKIN
AREA = 18,022 SQ FT, MORE OR LESS, OR 0.414 ACRES, MORE OR LESS
A PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF
SECTION 14, TOWNSHIP 24 NORTH, RANGE 5 WEST
TAZEWELL COUNTY
RIGHT OF WAY PLAT
CADD DRAWING

ORDINANCE NO. 2661-12/13

AN ORDINANCE ACCEPTING A CONTRACT FOR SALE OF REAL ESTATE AUTHORIZING THE SALE OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin owns the following described property (the "Property"):

15809 VFW Road, Pekin, Illinois 61554

Containing 0.846 acres of Part of SECTION 14 T24N R5W 2 ACRE TRACT in NE QUARTER of WEST HALF of NE QUARTER OF SE QUARTER.

PIN NO: 10-10-14-402-001.

AND WHEREAS, the City Council of the City of Pekin has determined that the above described Property is unoccupied and not needed for or used for governmental purposes or proprietary activity and therefore, the said Property is not required for the use of, or profitable to the municipality; and

WHEREAS, pursuant to Ordinance No. 2649-11/12 Establishing Procedure for Sale or Lease of Surplus Public Real Estate, the City Manager, or his designated representatives, have negotiated the price and terms of said Contract, and

WHEREAS, the City of Pekin has negotiated the Sale of Real Estate wherein the acquisition of the Property shall be for the sum of Three Thousand Eight Hundred Ten ($3,800.00) Dollars and No Cents; and

WHEREAS, upon enacting this Ordinance, the City Council finds and determines it is in the best interests of the City of Pekin and its residents that the City of Pekin sell/transfer the Property to Marion and Carol Dever; and

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

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

SECTION II. That the City shall complete the sale of the following described Property:

15809 VFW Road, Pekin, Illinois 61554

Containing 0.846 acres of Part of SECTION 14 T24N R5W 2 ACRE TRACT in NE QUARTER of WEST HALF of NE QUARTER OF SE QUARTER.

PIN NO: 10-10-14-402-001.

is hereby approved by the City of Pekin, and said Property shall be transferred in accordance with acceptable practices for the sum of Three Thousand Eight Hundred Ten ($3,800.00) Dollars and No Cents.

SECTION III. In accordance with the terms of said Sale, the Mayor of the City of Pekin, for and on behalf of the City of Pekin, is hereby authorized and directed to convey and transfer the aforesaid Property to Marion and Carol Dever by a proper Municipal Deed, and the City Clerk is hereby authorized to acknowledge and attest such Municipal Deed and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin.

SECTION IV. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such Contract and such other documents as may be necessary to consummate the transaction contemplated herein and in said Contract.

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

SECTION VI. That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the ______ day of ______________________, 2012.

APPROVED this ______ day of _________________, 2012.

____
MAYOR

ATTEST:

____
CITY CLERK

Pekin ILLINOIS

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: Joe Wuellner, City Manager** **From: Melida Heien, Executive Director, Pekin Main Street** MAH
AGENDA ITEM: Permission for Carnival by Miller Spectacular Shows to have a carnival on the city lot of 2nd Street and Sabella
AGENDA DATE REQUESTED: June 11, 2012
ACTION REQUESTED: Permission from Council to use lot for the carnival
DESCRIPTION: Approval by Mayor and Council to allow Miller Spectacular Shows, Inc. to have a carnival and the city lot at 2nd Street and Sabella Street on July 4, 5, 6, and 7th. Pekin Main Street was approached by Freddy Miller, owner of Miller Spectacular Shows, Inc. about hosting a carnival in downtown Pekin over the 4th of July holiday. This week was a down week for Mr. Miller and he is scheduled to set up at the Heart of Illinois Fair the following week, so Pekin was a perfect stop between shows. A portion of the proceeds will be donated back to Pekin Main Street. A special events application has been submitted by Mr. Miller and all of the concerns raised by city staff regarding trash, safety, electricity, set up and security have been addressed. Mr. Miller prides himself on running a safe, family friendly carnival and we look forward to working with him and bringing a new event to downtown Pekin.
FINANCIAL IMPACT: NA
NEIGHBORHOOD CONCERNS: NA
IMPACT IF APPROVED: A great family friendly activity for our citizens; new fundraiser to assist Pekin Main Street. Pekin area businesses (waste disposal, portapotty rental company) will directly benefit from the carnival being in town.
IMPACT IF DENIED: Pekin Main Street misses out on a fundraising opportunity
ALTERNATIVES: NA
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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

Pekin ILLINOIS

SPECIAL EVENT APPLICATION

APPLICANT			
Organization	MILLER SPECTACULAR SHOWS INC.		
Person Making Application	JOHNNY F. MILLER JR.		
Address	79 MOUNTAIN DR.		
City, State, Zip	GREENBRIER, AR 72058		
Phone Numbers	H: (501)679-3909	W: (501)269-4780	C: (501)269-4786

LOCATION				
Address (attach site map)	LOT ON CORNER OF 2ND ST AND SABELLA ST.			
Date of Event	JULY 4-7, 2012			
Start Time of Event	4TH 4PM	5TH 4PM	6TH 3PM	7TH 1PM
End Time of Event	4TH 11PM	5TH 10PM	6TH 11PM	7TH 10PM
Anticipated Number of Participants	5000			
Vehicles, If Any	N/A			
Purpose of Event	MAINSTREET PEKIN EVENT			
Music Provided (indicate if live or recorded)	OUR MUSIC IS CENSORED AND BROADCAST FROM OUR OFFICE			
Security (persons and locations)				

Additional Managers* of Event

** Any person who will directly or indirectly have a management role or exercise control over the one-day premise to be licensed*

Name: PATSY MILLER	Phone: (501)269-2588	DOB: 4/19/1967
Name: TREY MILLER	Phone: (501)269-1760	DOB: 5/30/1988
Name:	Phone:	DOB:

Attach the following documents to the application:

- ☒ Map of event location.
- ☒ Proof of a minimum of one million dollars ($1,000,000) liability insurance for this event and location with City of Pekin listed as an Additional Insured (applicable if on City Right of Way or City Property).

The applicant does hereby covenant and agree that any loss or damage which may arise or be caused to any person or property by reason of the applicant or the applicant's agent want of care shall be borne by the applicant and the applicant shall hold the City harmless in every and all respects from any damage, loss or liability including reasonable attorney fees and court costs, resulting from any acts by the applicant, the applicant's agent, its employees, or participants or from the conduct of the applicant, its employees, or participants in the event as designated in this application.

Freddy Miller
Signature of person making application

5/29/2012
Date

COMPLETION CHECKLIST

- [x] Map of event location designating setup
- [x] Proof of Insurance for liability coverage in the amount of one million dollars at this event and location with City of Pekin listed as an Additional Insured
- [x] Cash or check $25.00 for Special Event

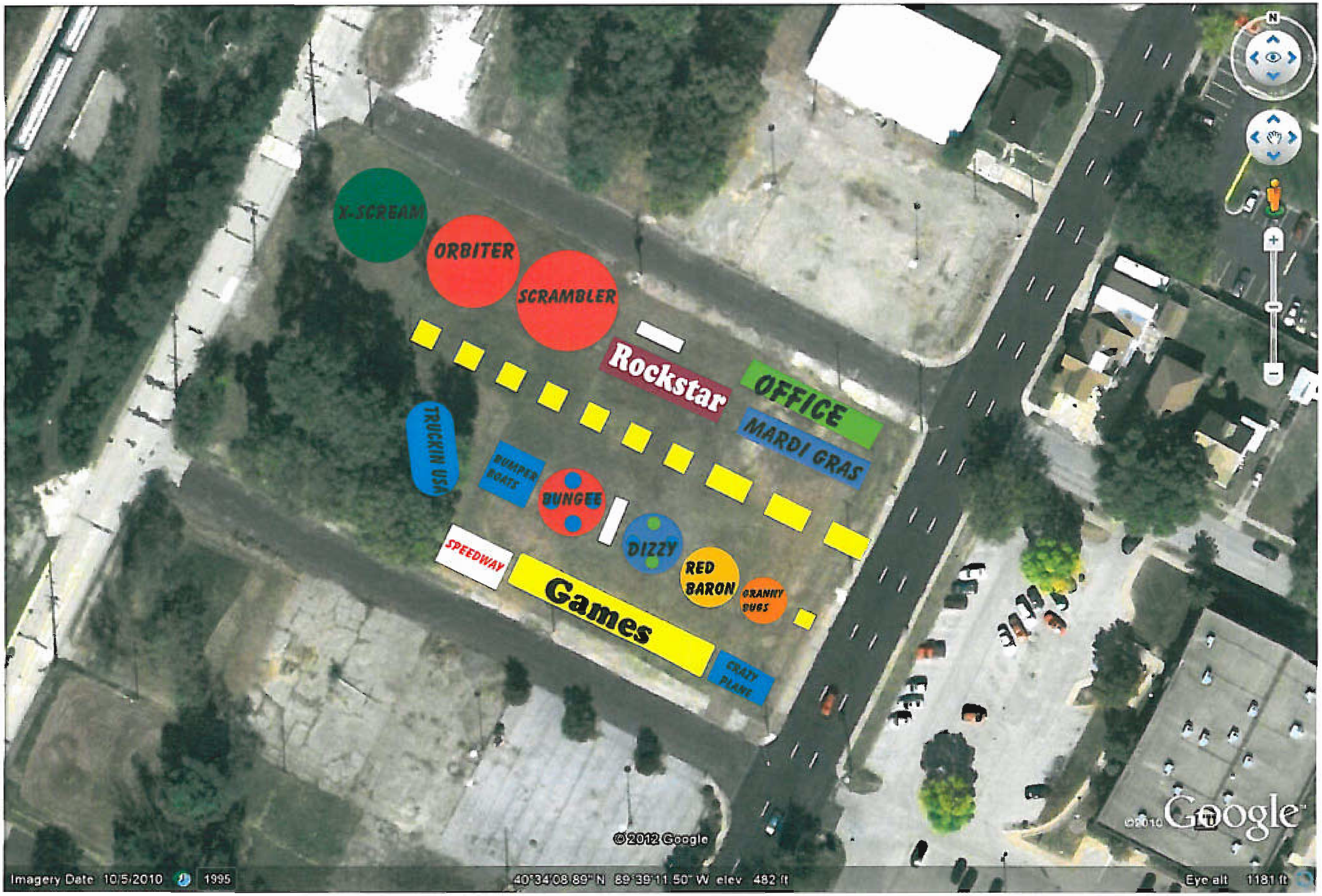
CONDITIONS

Copies to if applicable:

- [ ] **Street Dept**
- [ ] **Solid Waste Dept**
- [ ] **Police Dept**
- [ ] **Fire Dept**
- [ ] **TPCCC**
- [ ] **City Link**

Mayor **Date**

Chief of Police **Date**


X-SCREAM
ORBITER
SCRAMBLER
Rockstar
OFFICE
MARDI GRAS
TRUCKIN USA
BUMPER BOATS
BUNGEE
DIZZY
RED BARON
GRANNY BUGS
SPEEDWAY
Games
CRAZY PLANE
©2012 Google
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Imagery Date 10/5/2010
1995
40°34'08.89" N 89°39'11.50" W elev 482 ft
Eye alt 1181 ft

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Allied Specialty Insurance 85 N.E. Loop 410 Suite 600 San Antonio, TX 78216	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED: MILLER SPECTACULAR SHOWS, INC 79 Mountain Drive Greenbrier AR 72058	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : T.H.E. Insurance Company	12866
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			CPP0100464-02	03/07/12	03/07/13	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED: CITY OF PEKIN WITH RESPECTS TO OPERATIONS OF NAMED INSURED ONLY

DATES: JULY 3 -8, 2012

CERTIFICATE HOLDER

CITY OF PEKIN

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Richard W. [signature]

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Pekin Main Street July Jubilee Carnival
July 4-7^{th}

Below are answers to several questions raised in staff meeting today (5/28/2012) regarding the carnival that wants to come to town.

If you have additional specific questions, please contact Melida or Freddy Miller (owner) at 501-269-4786

1. Portapotties – They will be renting 8 units. They will be renting them from DropZone. They plan on placing the units in a place that is well lit and inconspicuous.

2. Trash – They will have their own cans on site. They will be renting a dumpster or two from X-Waste Disposal. Each night, the carnival staff will empty the trash receptacles into the dumpster. The final clean up of the site will be up to Pekin Main Street – I plan on recruiting a community organization to help with this endeavor. That organization will receive a monetary donation from Miller Spectacular shows for helping clean up. Mr. Miller told me that he will make sure that the dumpster stays on the property until Monday to ensure that it is there to help facilitate a through clean up.

3. Water – they will need access to water. There is a fire hydrant on site and they typically hook into the fire hydrant for their water needs. They don't need a lot, but they need some. They have a n adapter that can be hooked up to the hydrant. It prevents backflow and it has a meter to register water usage so they can pay for what they use. Will I need to contact Illinois American Water for this?

4. Electricity – no electricity needed on site – 100% generator

5. Security – this would be up to Pekin Main Street to handle. No alcohol will be served at the event. Mr. Miller does not tolerate a rough crowd and will close down early if things get rough. They pride themselves on running a family show. Obviously being a first time for this, we don't know what to expect in terms of crowd. When we have no-alcohol family friendly events downtown, we don't typically have anyone patrolling the event, we kind of handle it ourselves and if things get crazy, we call 911. Can we do something similar to that for this?

6. Setbacks – All amusements will be set back 15ft from any overhead powerlines.

Wastewater Billing Production Agreement
Third Millennium Associates, Inc.
and the City of Pekin

This agreement, which is of three years duration, will automatically renew after the original three-year period and annually thereafter unless either party provides to the other party written notice of cancellation at least 120 days prior to the agreement anniversary. This production agreement, which is entered into this_____day of_____________2012 by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the City of Pekin, (hereinafter referred to as "CITY"). For consideration of payment, TMA will provide to CITY programming, Information technology services, laser imaging and mailing services for the purpose of rendering Wastewater billing invoices and other items as detailed on the attached Schedule "A".

1. Pre-agreement Confidentiality

Confidentiality and non-disclosure are defined by mutual agreement between TMA and CITY per the attached agreement document dated and signed on the _____ day of _______________, 2012 by TMA and CITY. Also refer to paragraph 10 of this agreement.

2. Pricing Structure

The prices on which products and services will be provided by TMA to CITY are set forth on the attached Schedule B.

3. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by CITY directly to the USPS via C.A.P.S. The City will be required to open and maintain a CAPS account. TMA will provide the 3602 document for your review, with the monthly postage required for your Wastewater bills and / or other TMA imaged mailing on behalf of CITY. CITY will pay the estimated monthly postage directly to the USPS, via the CAPS system. The USPS will report directly to CITY all amounts charged to the CITY postal account.

4. Payment Terms

Products and services provided by TMA shall be cumulatively billed on a monthly basis. The TMA Invoice format shall detail each individual mailing and the dates of the provided service. All correctly rendered TMA monthly invoices shall be paid by CITY in accordance with the Illinois Prompt Payment Act.

5. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any CITY billing data file, or for errors, omissions or delays resulting from improper input and output data controls and procedures used by CITY or given to TMA by CITY.

TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA's control which includes but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA's control.

TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the purchase price of the products and computer services provided.

7. Division of Responsibilities

7A. TMA Responsibilities

7A-1. To write the software required to convert the CITY Wastewater billing file to the required laser image format.

7A-2. To write software that will allow CITY'S Wastewater billing files to be processed through Postal software for the purpose of reducing CITY'S postage to the minimum allowable postage piece rate.

7A-3. To procure all materials required to produce and to mail the Wastewater bills. This includes the Wastewater billing invoice, the No.10 window envelope and the No.9 courtesy reply envelope. TMA will not guarantee the performance of materials not produced by TMA.

7A-4. TMA will e-mail to CITY record count and control totals for the Wastewater billing file no later than four (4) hours after receipt of the file.

7A-5 TMA will laser image and mail all CITY Wastewater bills within forty-eight (48) post office operating hours after receipt of CITY control total / record count sign off. Failing to do so will cause TMA a monetary penalty. The penalty is calculated by multiplying the late billing file's dollar value, times CITY'S Bank daily earnings credit rate, times the number of day(s) late.

7A-6. TMA will provide our employees the training to ensure the confidentiality of CITY information.

7A-7. TMA will maintain effective and timely communications with CITY in all matters pertaining to the responsibilities listed herein.

7B. CITY Responsibilities

7B-1. To provide TMA, at the project initiation, with consistently populated Wastewater billing files with all the applicable billing business rules and all of the Wastewater billing variations and exceptions for the purpose of laser imaging Wastewater bills.
Any subsequent billing file changes, billing business rules changes or additional changes and or variations will be billed to client at the prevailing programming rates.

7B-2. To provide to TMA a three (3) hour response via e-mail verifying the record count and control totals as stated in 7A-4.

7B-3. To maintain a CAPS postal account.

7B-4. To pay all correctly rendered TMA invoices within the Illinois Prompt Payment Act.

8. Price Changes

The prices listed on Schedule B shall be subject to review each year on the anniversary date of this agreement. That review shall determine if there were any increases or decreases in the cost of paper, production, transportation or any other cost component of the herein contained products and/or services. Prices may also be reviewed if the agreement quantity as stated in SCHEDULE "B" varies by more than ten percent.

TMA must provide third-party documentation of cost increases to CITY. That documentation shall consist of letters of price increase or decrease from paper mills, articles from the Wall Street Journal or any other legitimate and universally accepted source. In the absence of the above documentation, the (J.P. Morgan-Chase Chicago area consumer price index) will be used as the source of price increase or decrease.

9. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) days written notice of cancellation of this Agreement.

10. Post-agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to CITY all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all electronic media, all printed material, all notes, memos or other sources of CITY confidential information.

In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the CITY document file or any other such CITY files, whether written or in electronic media format.

11. Materials Production

Prior to materials production runs, TMA will notify CITY in writing of the items to be produced, production quantities planned and the estimated period of materials consumption. TMA will base its materials production quantities on projections using current semi-annualized Wastewater billing volume.

Any materials (i.e., non imaged forms, envelopes, etc.) that have been produced specifically and exclusively for CITY'S use will be paid for by CITY and at CITY'S written request will be returned by TMA to CITY upon cancellation or expiration of this agreement.

12. Other Provisions

This agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: JJLeader

Name: **James J. Leader**

Title: **C.E.O.**

Date: **February 24, 2012**

CITY OF PEKIN

Signature: ______________________

Name: ______________________

Title: ______________________

Date: ______________________

Schedule A

Materials to be provided by TMA:

M1. 8 1/2 X 11" Wastewater bill printed two colors on the face and one color on the back. Paper is 20lb. MOCR bond, with a cross perforation to create the remittance portion of the document.

M2. No.10 window envelope printed one color on the face. Paper is 24 lb. white-wove.

M3. No.9 courtesy reply envelope printed one (1) color on the face. Paper is 24 lb. white-wove.

M4. With mutual agreement, CITY may authorize TMA to provide certain materials for new projects or variations of the billing project. These material descriptions may be attached to, and become a part of Schedule "A".

Services to be provided by TMA:

S1. To write CITY Wastewater billing file conversion software that will allow the laser imaging of CITY Wastewater bills per the charges stated in Schedule "B".

S2. To write the required software that will allow CITY'S billing file to be processed by TMA postal software.

S3. To process the CITY data file using TMA postal sort application software to reduce the CITY'S postage rate to the minimum automation rate amount allowed by the USPS.

S4. To laser image CITY Wastewater bills in quantities and frequencies as stated in schedule "B" of this agreement.

S5. To insert, seal, tray, sleeve, band, label, palletize and prepare USPS form 3602 and deliver to the US Post office all pieces laser imaged with respect to item S4.

S6. To insert additional pieces into the outgoing No.10 billing envelope as directed by CITY per the conditions and charges as stated in Schedule "B" of this agreement.

S7. With mutual written agreement, CITY may authorize TMA to provide additional services and / or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule "A".

SCHEDULE B - Pricing

The prices contained herein are based on an average annual usage of 156,000 Wastewater bills. Any variance in the above quantities in excess of ten (10) percent per agreement year will be cause for a price review. There will be no more than one production run per month for the above stated item. Each Wastewater billing unit shall consist of the components described in Schedule A.

1B. CITY Wastewater bills will be laser imaged and mailed at a cost of 15 cents per Wastewater bill (excluding postage). Prices are based on a monthly billing cycle. Each month TMA will bill 13,000 Wastewater accounts in one production run. There is a one-time billing system set up charge of $1,200 in accordance with section 7B-1. This Wastewater bill set-up fee pays for a complete pre-production test of all systems and components. Included are all Schedule "A" items and printed matter proofs. Also included are the consulting services to coordinate Springbrook software, Bank and TMA software. Extensive software tests to insure data input and output integrity. TMA, Springbrook and CITY shall develop an edit process to verify all record counts and various control totals. The above procedures will allow each party to comply with their responsibilities as stated in Paragraph seven (7). There will be a $50.00 fee per production run if you chose to laser image late notices and / or shut-off notices as an additional and separate run each month

The TMA PDF electronic Wastewater bill archival / Adobe Acrobat retrieval system will be provided with a one-time system set-up charge of $125.00. There is a 1.2 cent fee per record archived.

2B. A separate insertion charge will be applied for <u>any additional item</u> inserted into the out-going billing envelope. Insertion items must physically qualify for use on our insertion equipment. The insertion charge is 1.5 cents per item. This charge does not include the cost of supplying the additional item(s) to be inserted. We are happy to provide a quote for any item the City wishes to have printed at the time needed.

3B. Should CITY choose to provide the printed item to be inserted, there will be a $100 flat handling charge added to the insertion cost of the item being provided. The insertion cost of a CITY provided insert will be 2.5 cents per item. The cartons should be properly labeled on the outside showing full product description and quantity contained therein. Each shipment mu st also contain a packing list with product description and quantity contained in each carton, total cartons and total weight. The item must be properly packaged, folded and oriented for use on a high speed multi-station inserter.

4B. With mutual written agreement, CITY may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".

Third Millennium Associates, Inc. (TMA) | **Municipal EBPP**

4200 Cantera Drive • Suite 105 • Warrenville, IL 60555 • 630/393-2900 • Fax 630/393-2910 • website tmainc.org

To:	Ms. Angie Evans	**Email:**	aevans@ci.pekin.il.us
Community:	City of Pekin	**Pekin Phone Number:**	309-477-2300
From:	James J. Leader	**E-mail:**	jim.leader@tmainc.org
Subject:	Pekin EBPP System	**Date:**	February 24, 2012 16:52:11

Bill Presentment	
Display:	Pekin Wastewater Bill Notices will be emailed to the citizens. A PDF formatted Pekin Wastewater bill will be available. Citizens will be able to select a link to take them to the login page. HTML summary of billing information will also be available.
Content:	TMA will provide a design for the electronic version of the Pekin Wastewater bill.
History:	Citizens will be able to view past Pekin bills for a specific number of months, to be determined by Pekin, based upon available history. Upon initiation of E-Pay System, history will begin to be populated and archived.
Bill Status:	A status of the current Pekin Wastewater bill will be displayed when a citizen logs into their account. A citizen will be able to see if a bill is paid or unpaid. As history is created, a citizen will be able to view the previous months bills, up to a number of months determined by Pekin.
Printing:	The citizen will be able to print his current or past Pekin Wastewater bill on their local printer.

Citizen Preferences	
Description:	An electronic citizen profile will be retained in a citizen profile table. This table will retain information for each EBPP account. This information includes all payment and bill delivery preferences, account number and name. Each citizen will be permitted to change his/her preferences by entering their username and a password.
Preferences Offered:	Pekin will determine the billing preference options offered. Popular options are anticipated to be: 1. Auto-pay ACH: TMA will collect the ACH information and pass it on to Pekin to be included in next quarters ACH Auto-pay batch. Note that when the ACH option is citizen selected, the current quarter's payment must still be paid with an electronic check. This is a valid pre-note test, because, if the electronic check does not succeed, we do not want that check information electronically forwarded to the Pekin's Auto-pay ACH batch. 2. Credit Card: TMA will collect the default payment amount now. Version 2 will allow an amount that is within a specified dollar range that Pekin determines. The minimum payment will be current charges on citizen's bill.. 3. Debit Card: Same as Credit Card
Security:	TMA will provide a SSL (Secure Sockets Layer) with public and private keys provided by "Verisign/Symantec" corporation for the purposes of collecting and displaying citizen preferences.

Citizen History	
Description:	The EBPP system will track and electronically time stamp each visit and event(s) performed by each citizen. Events will include the following: 1. Failed e-mail delivery 2. A web site bill presentment 3. Any change of citizen preferences 4. EBPP site visit with when and what was visited.

Bill Payment	
Description:	1. The Citizen will be offered a confirmation code after any billing option, amounts, dates, etc. have been presented. He/she will execute the transaction and be provided a time stamped receipt page with a transaction number. The transaction ID can be referenced in the future by the citizen or, if required, by Pekin clerical staff. 2. All E-Pay payment information will be recorded and maintained in the citizen history file. 3. The EBPP system will generate Credit / Debit card transactions directly into the Merchant Banker account set-up for Pekin. TMA will store this transaction information for access by Pekin, but will not participate in the financial transaction. 4. Additional municipal bill types may also be paid on version 2 of the TMA EBPP site. The Wastewater billing journal is included in the base EBBP system, additional billing journal applications will be programmed to Pekin's specifications at a cost of approximately $1,095 per journal plus $100 per year maintenance fee. 5. EBPP system initiated ACH records will be provided to Pekin in order to update the Wastewater billing software and so they may be included in the next billing cycle's ACH batch. TMA will retain this information for access by Pekin, but will not participate in the financial transaction.
Processing:	Transaction processes will be performed by a Pekin/TMA approved internet processing firm, also known as an internet enabled Merchant Banker. The Merchant Banker will be a Java capable API Processor.

Other Interfaces	
Water related Links:	TMA will provide up to four additional linked pages. Pekin will provide the text and/or graphic content for these links. TMA will integrate pages into the hosting platform. Suggested Links are: 1. Pekin water department "Water Quality Report" page 2. Bill Payment Backer (The information provided on the back of the Pekin bill regarding terms, etc.) 3. Village newsletter or any other item of citizen interest.
Pekin Access:	Pekin employees will be provided a login group and login usernames to gain access to the following areas: Citizen History: View every event recorded by any citizen on the EBPP Platform for your community. Events include web page visits, bill history, payments, failed email delivery and usernames of any user that modified the citizen preferences. A special report will isolate any changes to ACH status. This history may also be printed. Citizen Preferences: View the citizen preferences. Make changes to the preferences for a citizen. Change from email to paper billing for example. This report will be printable. Access to citizen financial preference information is limited to "account names". In the case of credit and debit cards only the four low order C.C. digits are displayed. Checking accounts numbers and routing numbers available, as well as the Bank name. These are encrypted for storage. Once reports are printed the information is de-encrypted for presentation on report.

Other Interfaces (Continued)	
Pekin Access: (Continued)	View E-mail bill notice and E-bill PDF on the system administration page. TMA will convert Merchant Banker credit/debit card payments information into your bank lock box format. The Wastewater e-pay information may be imported directly into your Harris Wastewater billing software. This will eliminate the need to key enter e-pay transactions. Access to Pekin employee login names, passwords and authorizations. The General Payments Module (if purchased) will be generated on a separate report. Criteria for export will be defined by Pekin.
Email:	The Citizen will have the ability to email Pekin with any message or question directly from the EBPP site. The EBPP system will collect the question(s) and transmit it to a Pekin assigned email destination.
Reports:	The EBPP system will provide Pekin with several general reports and numerous specific reports. These reports are broadly defined but will include a user form to provide criteria such as date ranges and sort by values. Reports will include: 1. ACH Batch Report – those signed up for or those that change their ACH 2. E-Pay Report – Wastewater bills paid online 3. Non-Wastewater Report – Payments made to other than Wastewater 4. Application Report – login activity, # of bills viewed 5. Transaction Report – Number of credit cards run through the EBPP gateway, transactions occurring on the EBPP site

Interface with Citizen Billing System	
Input Files:	TMA will utilize the current Pekin billing file format. It is assumed that the current record format identifies an ACH bill type. There is no requirement that the Pekin billing system maintains or provides citizen-billing preferences, other than ACH participants. The citizen preferences provided in the EBPP system may be the source of this information. Input files should be transmitted directly to TMA.
Output Files:	Files such as ACH batch and transaction information will be downloadable directly from the EBPP web application.

Implementation	
Set-Up:	TMA will provide a method for a citizen to create a citizen billing preference. This will refer to the paper bill. The account number, total amount due, service address and a billing date will be required in order for the citizen to set up the E-Pay process. TMA will consult with Pekin to create a program that advertises the existence of the EBPP system and encourages citizen adoption.
Timeline:	Please allow 90 days for implementation of the first closed session month. The EBPP site will be released to the public at the end of the 90 days.

Support	
Installation:	TMA will conduct one continuous training session, anticipated to take one half day at the client site.
Ongoing:	Unlimited telephone support will be provided for the first two months after installation. E-mail support will be provided thereafter in perpetuity.

EBPP System Charges	
EBPP site license for Pekin Wastewater billing. Version 1 includes 3 hours of free programming.	$4,995.00
Credit Card Fee for each payment made, based on amount of transaction	***Approximately 2% of charge being made***
Transaction/visitation fee per account (unlimited number of monthly visits per citizen account)	.45
Monthly Server Charge:	$150.00
Annual Wastewater Billing Software Maintenance Fee	$1,995.00
Annual Credit Card Portal Fee (Paid to the credit card processer)	$800.00

© TMA E-PAY 2012 ALL RIGHTS RESERVED

E-PAY SOFTWARE AGREEMENT

THIS AGREEMENT, by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, an Illinois corporation, hereinafter referred to as Licensor, and the City of Pekin 111 South Capital Street Pekin, IL 61554, hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that facilitates the secure internet payment of City's utility and other bills and various functions as described in the Technical Specifications document attached hereto.

WHEREAS, Licensor will lease such software to Licensee solely for the benefit of Third Millennium Associates (TMA) and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at its premises specified above, for use in Licensee business operations only in association with TMA billing services or Licensee internal billing and mailing necessary to facilitate TMA business, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this Agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1(a). Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above or until Licensor discontinues Licensee's use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of default.

(b) (1) The Licensee shall pay a software license fee to Licensor of $4995.00 at the execution of this agreement. No portion of which shall be refundable.

(2) The Licensee shall pay an annual software maintenance fee of $1,995.00 to Licensor for its services in the maintaining and providing common usage upgrades to the Software, such fee to be adjusted by TMA, at its option at annual intervals. However, in no event shall the increase in the annual fee exceed the Chicago area CPI as published by Bank One. The maintenance fee hereunder shall be due on each anniversary of this agreement. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this Agreement and result in a return of the Software to Licensor.

(3) The Licensee shall pay a monthly server fee of $150.00. For each citizen that enrolls, there will be a 45 cent per citizen, per month fee. There is no limit to the number of site visits an individual citizen can make during that month, Licensee is charged by the citizen not by the number of visits. Server fees may be adjusted annually using the same CPI calculations as stated herein in paragraph .The customary credit card fees will be charged to the Licensee. The credit card fee will be determined by the median utility bill for Mount Prospect. Credit Card fees are not set, nor controlled by Licensor. The annual portal fee for Credit Card Processing will be $800, paid by Licensee to Matrix.

2 (a) (1) The License granted hereunder may not be sublicensed or have any rights in it granted by Licensee to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only for the benefit of TMA and only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

(2) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

(b) (1) Licensee is exclusively responsible for the supervision, management and control of the onsite Software and all protections of Licensor's proprietary rights in the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for any purpose other than to benefit TMA without the prior written consent of the Licensor, which shall not be unreasonably withheld.

(2) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to subcontractors for the purpose of facilitating TMA business including using such Software for internet utility billing payments per this Agreement. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect Licensor's proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee . No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced, provided or otherwise made available to any person, other than authorized employees of the Licensee or to qualified subcontractors in conformity with this Agreement.

(c) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b)(1) or maintenance fee referenced in paragraph 1 (b) (2) and shall be charged to, and paid for, by the Licensee.

3(a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3(b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

(1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed to be excluded from the confidentiality protection;

(2) Becomes available as public knowledge through no breach of this Agreement by Licensee;

(3) Is released by expresswritten permission given by Licensor; or

(4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return all such Software and any improvements to the Software to Licensor. Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software in Licensee's possession or control and Licensee shall execute a destruction certificate in any format designated and/or supplied by Licensor.

5(a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

(b) (1) Licensor must be timely notified of any malfunction of the Software by written notice to the address specified at paragraph 8.

(2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by Licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

(c) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This license shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.

8. Any notices necessary hereunder shall be in writing and sent certified mail with return receipt requested to Licensee at 14801 S. Pulaski Road Pekin, IL 60445 or to Licensor at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing and agreed to by both Licensor and Licensee.

Witness our hands and seals this ______ day of ____________________, 2012.

Third Millennium Associates, Inc.	City of Pekin, Illinois
Licensor	Licensee
By _____ *Lance Leader* _____	By ______________________
Title ______________________	Title ______________________

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: City Clerk** **From: Ty Whitford Superintendent of Transportation**
AGENDA ITEM: Bus Lease
AGENDA DATE REQUESTED: 5/11/2013
ACTION REQUESTED: Adopt agreement as presented
DESCRIPTION: Lease/Purchase
FINANCIAL IMPACT: Accomplishes fleet management goals
NEIGHBORHOOD CONCERNS: N/A
IMPACT IF APPROVED: Safety and cost greatly impacted
IMPACT IF DENIED: No new busses
ALTERNATIVES: Buy out right
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.]

X	**A Prosperous Community.** Protects the interest of the citizens by bidding for competitive rates
X	**A Safe Community.** Police and Fire can not provide a safe community without fuel.
	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: Ty Whitford Date: 2/28/12
Finance Department (Certification of Availability of Funds): Date:
Corporation Counsel: Date:

City Manager:

Date:

MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSOR

Sovereign Bank

3 Huntington Quad

Suite 101N

Melville, NY 11747-4616

LESSEE

Name: Pekin, City of, Municipal Bus Service
Street: 1130 Koch Street
City/State/Zip: Pekin, IL 61554
Responsible Official: ______________________
Phone: (__)______________________

1. LEASE OF VEHICLES: LESSOR hereby agrees to lease to LESSEE and LESSEE hereby agrees to lease from LESSOR the school buses or other motor vehicles and equipment and accessories thereon (herein "Vehicles") on the terms and conditions provided in this Agreement and the schedule and additional schedules annexed hereto (each a "Schedule" and collectively, the "Schedules"). Each Schedule shall be a separately enforceable Lease, the terms and conditions of which shall be those set forth herein and on each Schedule (each a Lease-Purchase Agreement"Lease" and collectively, the "Leases").

2. COVENANTS: ***LESSEE represents, covenants and warrants*** that (a) It is a public body corporate and politic, (b) It is a "tax- exempt issuer" within the meaning of the Internal Revenue Code, (c) It is authorized by all applicable laws to make, and perform under, this Lease, (d) ***The Vehicles are essentially needed*** for their proper, efficient and economic operation, (e) At the time of making the Lease, sufficient funds were appropriated to fulfill the Lessee's obligations of the current fiscal year, and (f) LESSEE has not previously terminated a lease for non-appropriation.

3. TERM AND RENT: The Lease term shall commence as of the date that the Vehicles are delivered to LESSEE, or LESSEE's Agent (the "Commencement Date") and shall continue for the initial term ending on the last day of LESSEE's fiscal year (the "Initial Term") unless Lessee notifies LESSOR that an Event of Non-appropriation (described below) has occurred, and shall automatically renew for such additional years as provided in the Schedules (each a "Renewal Term"). The rent under this Lease shall be payable in lawful money of the United States of America, in the installments indicated on the attached Schedule. Each payment will consist of a principal and interest component as detailed in an amortization schedule annexed to this Lease.

4. EVENT OF NON-APPROPRIATION: Lessee shall notify LESSOR promptly (and in no case later than 30 days prior to the last day of its current fiscal year) if sufficient funds are not appropriated for the payments for the next Renewal Term (an "Event of Non-appropriation"). If LESSEE terminates this Lease or an Event of Non-appropriation occurs, Lessee agrees, to the extent not prohibited or required by law, not to (i) purchase, lease, rent, or otherwise acquire vehicles performing functions similar to those performed by the Vehicles or (ii) contract with another party to furnish services that the Vehicles had provided, for one year after such termination or occurrence.

5. PAYMENTS UNCONDITIONAL: LESSEE HAS EXAMINED, TESTED AND ACCEPTED THE VEHICLES COVERED BY THIS LEASE AND SCHEDULES, AND SUBJECT ONLY TO AN EVENT OF NON-APPROPRIATION, LESSEE'S OBLIGATION TO PAY RENT AND OTHER PAYMENTS HEREUNDER SHALL BE ASOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNSELCLAIM FOR ANY REASON WHATSOEVER, REGARDLESS OF LOSS, DAMAGE, DESTRUCTION, MALFUNCTION OR DISREPAIR OF THE EQUIPMENT, OR DISPUTE WITH THE MANUFACTURER OR SUPPLIER OF THE VEHICLES OR FOR ANY OTHER REASON.

6. DISCLAIMER OF WARRANTIES: LESSOR, NEITHER BEING THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE VEHICLES, MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE VEHICLES OR THEIR MATERIAL OR WORKMANSHIP. LESSOR ALSO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR PURPOSE WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE. LESSOR FURTHER DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE VEHICLES WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. AS TO LESSOR, LESSEE LEASES THE VEHICLES "AS-IS". LESSEE HAS SELECTED THE SUPPLIER OF THE VEHICLES AND ACKNOWLEDGES THAT LESSOR HAS NOT RECOMMENDED SUPPLIER. LESSOR SHALL HAVE NO OBLIGATION TO MAINTAIN, OR SERVICE THE VEHICLES. If the Vehicles are unsatisfactory for any reason, LESSEE shall make claim on account thereof solely against Supplier, and any of Suppliers vendors, and shall nevertheless pay LESSOR all rent payable under the Lease. LESSOR hereby assigns to LESSEE all of the rights which LESSOR may have against Supplier and Suppliers vendors for breach of warranty or other representations respecting the Vehicles. LESSEE understands and agrees that neither Supplier nor any agent of Supplier; is an agent of LESSOR or is authorized to waive or alter any term or condition of this Lease.

7. RISK OF LOSS: LESSEE shall bear all risks of loss of and damage to Vehicles from any cause; occurrence of such loss or damage shall not relieve LESSEE of any obligation hereunder. In the event of loss or damage, LESSEE, at its option, shall (a) place the damaged Vehicle in good repair, condition and working order; or (b) replace lost or damaged Vehicles with like Vehicles in good repair, condition and working order, with documentation creating a lien or favor of LESSOR or its assignee, or (c) purchase the Vehicles for the Purchase Option Price set forth on the related Schedule for the fiscal year then or next ending.

8. INSURANCE: LESSEE will purchase and maintain in force during the term of this Agreement, insurance policies in at least the amounts listed below covering the Vehicles between the time of delivery thereof to LESSEE and final disposition by LESSOR. Said insurance shall be written by an insurance company or companies acceptable to LESSOR, insuring LESSEE against any loss, damage, claims, suits, actions or liability, and by endorsement naming LESSOR as an Additional Named Insured and Loss Payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to LESSOR at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.

Type	Amount
Public Liability and Property Damage (Comprehensive)	$1,000,000 Combined Single Limit (per occurrence) ($5,000,000.000) for multi-passenger or I.C.C. Regulated Vehicles)
Collision, Fire and Theft (ALL RISK)	Not less than replacement value

The above insurance shall also include the following, in amounts not less than the applicable minimum legal requirements: (a) uninsured/underinsured motorist coverage, and (b) no fault protection. LESSEE shall in addition provide general liability insurance covering LESSEE'S indemnification responsibilities hereunder. Prior to the date that any Vehicle is placed in service by LESSEE, LESSEE shall furnish LESSOR with a certificate of insurance or other evidence thereof acceptable to LESSOR. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to LESSOR and/or LESSEE as their interests may appear. LESSEE hereby appoints LESSOR as LESSEE'S attorney-in-fact to receive payment of and endorse all checks and other documents and to take any other action necessary to pursue insurance claims and recover payments if LESSEE fails to do so. Any expense of LESSOR in adjusting or collecting insurance shall be borne by LESSEE. In the event a Vehicle is involved in any material accident, LESSEE shall immediately notify LESSOR and provide (i) a detailed report describing the accident, (ii) copies of all reports provided to an insurance carrier or governmental agency and (iii) copies of any legal papers relating to the accident.

9. LESSEE'S OPERATION OF VEHICLES: LESSEE shall use the Vehicles primarily in the state of registration for business purposes and in a safe and lawful manner, and shall comply with all federal, state, county and municipal statutes, ordinances and regulations which may be applicable to the leasing, use or operation of the Vehicles. LESSEE shall, at its sole expense, maintain the Vehicles in good operating condition and repair. In addition, LESSEE shall prepare and furnish to LESSOR all documents, returns or forms legally required to be prepared by LESSEE. LESSEE shall be solely responsible for any fines or penalties assessed for violations of any statute, ordinance, by law or regulation of any duly constituted governmental authority, as a result of the use or operation of the Vehicles by any of LESSEE's employees, agents, sublessees or subcontractors, and indemnify LESSOR against any costs, fines or charges LESSOR is required to pay. LESSEE agrees to operate only those Vehicles which have adequate insurance coverage and to comply with all conditions of insurance related to the Vehicles, to maintain the Vehicles and all accessories and equipment thereof in safe and good mechanical condition and running order at all times during the term of this Agreement and to furnish all supplies, accessories, and other essentials required for the use or operation of the Vehicles. In no event will the Vehicles be used to transport any hazardous substances.

10. TITLE; REDELIVERY OF VEHICLES: Title to each Vehicle shall pass to Lessee upon delivery. To secure all of LESSEE's obligations to LESSOR hereunder, LESSEE grants to LESSOR a first security interest and lien (the "Lien") in the Vehicles. LESSEE shall deliver originals of the certificates of title to LESSOR and sign any necessary documents, including applications for Liens to the Motor Vehicle Bureau as requested by LESSOR to note the Lien of LESSOR on the title of the Vehicles. If this Lease is terminated or an Event of Non-appropriation occurs, LESSEE shall immediately deliver the Vehicles to LESSOR or as LESSOR directs.

11. NON-ASSIGNABILITY BY LESSEE: LESSEE shall not assign, sub-lease, transfer or otherwise encumber its rights in and to this Lease or the Vehicles to any entity besides ones serviced by the buses without 30 days prior written notice to the LESSOR and pending their qualification for assumption of LESSEE's position.

12. ASSIGNMENT BY LESSOR: This Lease, the Vehicles and any payments by LESSEE due or to become due under it, may be assigned or otherwise transferred, either in whole or in part, by LESSOR and its assignee, without affecting any obligations of LESSEE, and in such event LESSOR's transferee or assignee shall have all the rights, powers, privileges and remedies of LESSOR hereunder. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which LESSEE may be entitled to assert against LESSOR. No assignee shall be obligated to perform any duty or condition required to be performed by LESSOR under the terms of this Lease.

13. DEFAULT: In the event of default by LESSEE, in the payment of any sums due under this Lease when due which continues uncured for thirty (30) days, or receivership, insolvency, or proceedings by or against LESSEE under the bankruptcy laws, or LESSEE's failure to observe or perform any other required provision of this Lease, and such default continues for fifteen (15) days after written notice thereof, by LESSOR, to LESSEE, LESSOR shall have the right to exercise any one or more of the following remedies: (a) to declare all sums due and to become due hereunder, during the LESSEE's current fiscal period, immediately due and payable, without notice or demand to LESSEE; (b) to sue for and recover all payments then accrued or thereafter accruing with respect to the Vehicles; (c) to take possession of the Vehicles without demand or notice wherever it may be located, with or without legal process, and retain it free from any claims of LESSEE whatsoever; (d) to terminate this Lease; or (e) to pursue any other remedy at law or in equity. If LESSOR sells or re-leases any of the repossessed Vehicles, the net proceeds of such sale or lease, less LESSOR's expenses incurred in connection therewith, including attorneys' fees, shall be applied to the total amount due by LESSEE under this Lease and related Schedule and LESSEE shall be obligated to pay LESSOR any deficiency. All of the foregoing remedies are cumulative and may be exercised concurrently or separately. LESSEE shall pay all costs and legal expenses incurred by LESSOR in collecting, or attempting to collect, any sums due hereunder or in securing possession of the Vehicles. LESSEE consents to the personal jurisdiction of the courts, and the applicability of the laws, of the State of the Lessee with respect to any dispute arising out of the Lease.

14. FEDERAL, STATE AND LOCAL TAXES: In addition to payments specified herein, LESSEE shall promptly pay all taxes, assessments and other governmental charges (including penalties, interest, recording and registration fees, if any) levied or assessed: upon the ownership, use or operation of the Vehicles and the payments due hereunder. LESSEE acknowledges that its compliance with the reporting requirements of the Internal Revenue Code is essential to the exemption from Federal income tax of the interest portion of payments made by LESSEE hereunder. Accordingly, LESSEE agrees that its failure to comply with those requirements shall constitute a Default hereunder. LESSEE certifies that it reasonably anticipates that not more than $10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)3(D) of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, (the "Code")) will be issued by it and subordinate entities during the calendar year in which the Lease begins. Further, LESSEE will, by resolution, designate the Lease as comprising a portion of the $10,000,000 in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265(b)3(D) of the Code allowing for an exemption to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations. If for any reason the payments due hereunder are not exempt from federal taxes, then LESSEE shall pay LESSOR such amounts as will permit LESSOR to realize the same after tax income as if such payments were so exempt, together with all costs, liabilities, damages, expenses, taxes and penalties (including Federal income tax penalties and interest) incurred as a consequence thereof, which LESSEE agrees to pay upon written demand therefor.

15. ADMINISTRATIVE SUPPORT: LESSEE may, from time to time, be required to file, or assist in the filing of, reports to regulatory and/or taxing authorities, which may be necessary to establish, perfect or maintain the legality and/or tax-exempt status of this Lease, or to execute documents needed for LESSORS' financing. LESSEE promises to promptly make such filings or to render such assistance as may, from time to time, be reasonably requested by LESSOR or its Assigns, and to indemnify and hold harmless LESSOR or its assigns from any cost, expense or other damage caused by its failure to do so. LESSEE hereby further authorizes LESSOR to file UCC-1 financing statements without LESSEE'S signature, and to fill in dates and other obvious minor corrections on this Lease.

16. SEVERABILITY: Any term or provision of this Lease found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of the Lease.

17. ENTIRE AGREEMENT: This Lease constitutes the entire agreement between the parties regarding the Vehicles, and there are no representations, warranties, promises, guarantees or agreements, oral or written, expressed or implied, between the parties hereto with respect to the Lease. No modification or amendment hereof shall be binding upon the LESSOR unless made in writing and executed on behalf of LESSOR by its duly authorized officer or agent.

Board Minutes of Lessee approving this transaction on (date)______________________are attached and included with these documents.
Please have Notary sign and stamp below/ or use a school seal Stamp.

LESSOR: Sovereign Bank

Signature:____

Print Name:_____________________________________
Title:____
Date of this Lease:________________________________

LESSEE: Pekin, City of, Municipal Bus Service

Signature:_________________________________ Date:__________

Print Name:____________________________________
Title:____

"Signed and sworn before me this______day of __________".

If Board Minutes are not attached, The following must be completed by the Lessee's Legal Council.

OPINION OF LESSEE'S COUNSEL

As Counsel for aforementioned LESSEE, it is my opinion that:

(a) LESSEE is a political subdivision of the State, duly organized, existing and operating under the constitution and laws of the State.
(b) The Lease has been duly authorized and has been executed by an authorized representative.
(c) The Lease creates a legal, valid and binding obligation of the LESSEE and that such Lease is enforceable in accordance with its terms.
(d) The equipment covered by the Lease is not being used for other than a public purpose.

COUNSEL FOR LESSEE:

Print Name:______________________ Firm Name:______________________
Title:______________________ and Address:______________________
Title:______________________ ______________________
Date:______________________

PEKIN MUNICIPAL BUS SERVICE
REPURCHASE AGREEMENT

This agreement is made and entered into the 22nd day of February 2012 between Pekin Municipal Bus Service ("LESSEE") and Midwest Transit Equipment, Inc. ("BUYER").

The parties have entered into an agreement per LESEE's Letter of Intent, dated February 16, 2012, by which the LESSEE has purchased the vehicles per **Attachment 'A'** from BUYER to be delivered by July 1, 2012.

Now therefore, in consideration of the mutual undertakings and of other good and valuable consideration the parties agree as follows:

1. LESSEE only shall have the option to resell to BUYER all or any portion of the vehicles listed on **Attachment 'A'** purchased by the LESSEE pursuant to the LESSEE's Letter of Intent, dated February 16, 2012, to the BUYER. If LESSEE elects the option to sell the "BUSES", the "BUSES" will be sold only to the BUYER, or Buyer may purchase the units directly from the lending source, LESSEE will have no further liability, with the exception of the return guidelines for lease return terms.

2. LESSEE shall exercise the option pursuant to this Agreement on or before January 31, 2017, by delivering by registered or certified mail to BUYER at its principal place of business a notice of intent to exercise such option.

3. LESSEE shall deliver the "BUSES", which is subject of this option, to BUYER no sooner than June 15, 2017, to be repurchased in an amount equal to the amount noted on Attachment "A" per each respective vehicle being sold to the BUYER. The repurchase price shall not be greater than the amount needed to satisfy the amount due to Sovereign Bank.

4. The "BUSES" delivered by LESSEE to BUYER pursuant to this Agreement, shall be in substantially the same condition as when delivered to LESSEE by BUYER, reasonable wear and tear excepted. The "BUSES" will be inspected by BUYER upon return to BUYER'S premises, and the LESSEE shall be liable to BUYER for any repairs to the "BUSES". See attached lease return guidelines.

5. Upon delivery of the "BUSES" by LESSEE to BUYER pursuant to this Agreement, LESSEE shall also deliver to BUYER all title documents duly endorsed.

ACCEPTED AND AGREED:

BUYER:	LESSEE:
MIDWEST TRANSIT EQUIPMENT, INC.	PEKIN MUNICIPAL BUS SERVICE
____________________	____________________
	Superintendent
Date:	Date:

146 W. Issert Drive
P.O. Box 582
Kankakee, IL 60901

PEKIN MUNICIPAL BUS SERVICE
REPURCHASE AGREEMENT

ATTACHMENT 'A'

Qty	Description	Capacity	Body Numbers	Buyout Price
41	2013 IC/CE 300	71	DB202009-DB202049	$40,994.00 each
14	2013 IC/CE 300, with AC	71	DB202055-DB202068	$42,581.00 each
11	2012 Chevy/Collins	27WC	TBD	$30,414.00 each

ACCEPTANCE GUIDELINES FOR RETURN OF LEASED VEHICLES

LEASE-END:
MIDWEST TRANSIT WANTS TO MAKE SURE THAT YOUR END-OF-LEASE EXPERIENCE IS AS CONVENIENT AND HASSLE FREE AS POSSIBLE. TO HELP YOU THROUGH OUR LEASING PROCESS WE HAVE CREATED SOME BASIC GUIDELINES FOR YOU TO FOLLOW.

PREVENTION OF WEAR AND USE:
ALWAYS ABIDE BY AND STAY IN ACCORANDACE TO THE MANUFACTURER'S RECOMMENDATIONS. TO MAINTAIN YOUR VEHICLE AND KEEP IT IN GOOD CONDITION:

- *CHANGE THE OIL AND OIL FILTER REGULARLY BASED ON MILEAGE AND HOURLY REQUIREMENTS*
- *ROTATE TIRES AND MAINTAIN TIRE PRESSURE*
- *INSPECT AND REPLACE BELTS AND HOSES*
- *MAINTAIN FLUID LEVELS*
- *WASH BUS THOROUGHLY UNDERNEATH, ESPECIALLY AREAS WHERE SALT IS SPREAD FROM MELTING OF SNOW AND ICE*

MILEAGE LIMIT:
IF YOU SURPASS THE MILEAGE ALLOWANCE FOR YOUR LEASE TERM, YOU WILL BE SUBJECT TO A PREDETERMINED MILEAGE FEE AS OUTLINED IN THESE GUIDELINES.

WEAR AND TEAR GUIDELINES:
AS YOU NEAR THE END OF YOUR LEASE, IT'S IMPORTANT THAT YOU UNDERSTAND THE RESPONSIBILITIES FOR YOUR VEHICLE MAINTENANCE AND REPAIR USE. THE FOLLOWING GUIDELINES SHOULD BE USED TO APPRAISE THE CONDITION OF YOUR VEHICLE. ANY VEHICLE RETURNED WITH "NORMAL WEAR AND TEAR" WILL BE ACCEPTABLE.

NOTE:
LESSEE WILL RETURN THE BUSES TO THE DISTRIBUTOR WHO FURNISHED THE BUSES TO LESSEE ON THE INSTRUCTIONS OF LESSOR. ALL THE EQUIPMENT AND ACCESSORIES ORIGINALLY FURNISHED WITH THE BUSES WILL BE IN PLACE AND IN GOOD OPERATING CONDITION. IF THE LESSOR/DISTRIBUTOR HAS TO PERFORM REPAIRS FOR THE FOLLOWING DEFECTS, THE LESSEE WILL BE RESPONSIBLE FOR PAYMENT AT THE TIME OF INVOICE.

"NORMAL WEAR AND TEAR" WILL NOT INCLUDE:

- MISMATCHED (SIZES OR TYPES) TIRES WITH LESS THAN FORTY PERCENT (40%) OF TREAD REMAINING
- TIRES WHICH ARE RE-CAPPED, DAMAGED, GOUGED, CUT OR DETERMINED BY DISTRIBUTOR TO BE IN AN UNSAFE OPERATING CONDITION
- BRAKE SHOES AND PADS MUST HAVE BEEN REPLACED WITHIN 15,000 MILES OF WHEN EACH BUS IS RETURNED TO T HE LESSOR
- BODY CREASED, GOUGES, DENTS, OR NON-BUFFABLE PAINT SCRATCHES OR SCUFFS. EXCESSIVE BODY DIMPLES AND/OR DINGS REQUIRING METAL AND/OR PAINT WORK TO RESTORE TO ACCEPTABLE "NORMAL" CONDITION
- ANY PAINT DAMAGE DUE TO SANDBLASTING, HAIL, ROAD TAR, TREE SCRAPES, AND/OR CHEMICAL FALLOUT
- ANY DEFECTIVE PAINT OR BODY REPAIRS DUE TO SUB-STANDARD REPAIRS, MUST BE ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS
- ANY LESSEE APPLIED PAINT OF IDENTIFICATION WHICH CANNOT BE REMOVED WITHOUT METAL AND/OR PAINT WORK
- ANY DAMAGE TO INTERIOR LINING, BULKHEADS, SCUFF PLATES, LIGHTS, ROOF BOWS OR SUPPORTS, INCLUDING BUT NOT LIMITED TO CRACKS, BREAKS, TEARS, GOUGES, OR ANY OTHER DAMAGE WHICH MAKES VEHICLE UNABLE TO PASS ANY STATE OR LOCAL SAFETY INSPECTION
- BROKEN AND/OR INOPERATIVE FRONT, REAR, OR SIDE LIGHT(S), MARKER(S), OR REFLECTOR(S)

- BENT, TWISTED, DENTED, DINGED, OR GOUGED BUMPER(S) AND/OR DOOR(S)
- ANY HOLES OR OTHER MODIFICATIONS MADE TO THE VEHICLE, WHETHER INTERIOR OR EXTERIOR, FOR THE INSTALLATION OF ANY ADDITIONAL EQUIPMENT BY THE LESSEE AND/OR DRIVER(S) OF THE VEHICLE WHICH ARE NOT COMPLETELY REMOVED AND/OR REPAIRED
- ANY MECHANICAL REPAIRS ON ANY COMPONENTS OR SUSPENSION WHICH MAY BE REQUIRED DUE TO ABUSE, ACCIDENT, NEGLIGENCE, OR THE LACK OF PROPER MAINTENANCE, OR ANY REPAIRS REQUIRED WHICH ARE NOT CONSIDERED "NORMAL WEAR AND TEAR"
- EACH BUS MUST HAVE A CURRENT STATE INSPECTION STICKER WITH AN EXPIRATION DATE AT LEAST THREE MONTHS FOLLOWING THE MONTH IN WHICH THE BUS IS RETURNED TO LESSOR. EACH BUS MUST BE CLEAR OF MECHANICS' AND OTHER LIENS
- TORN, PUNCTURED, BURNED, VANDALIZED OR OTHERWISE DAMAGED UPHOLSTERY WILL BE REPLACED PRIOR TO RETURNING THE BUS TO THE LESSOR/DISTRIBUTOR
- WINDSHIELD CRACKS OR STARS MORE THAN ¼" DIAMETER OR ANY CRACKS OR STARS WITHIN THE SWEEP OF THE WINDSHEILD WIPERS
- BUS IS TO BE CLEANED INSIDE AND OUT, FLOORS FREE FROM GUM, TAR, AND GARBAGE. EXTERIOR SHALL BE CLEAN
- FLOORS TO BE FREE FROM ALL SPORTS SHOE SPIKE DAMAGE OR STAINS FROM SPILLS OF LIQUIDS
- ANNUAL MILEAGE ALLOWANCE = **12,000 for forty-one (41) 71px CE; and 15,000 for fourteen (14) 71px CE with AC and eleven (11) Collins WC buses.** **$0.35** PER MILE WILL BE ASSESSED TO THE LESSEE IF MILEAGE OVER THE ALLOWABLE AMOUNT, DUE UPON RECEIPT OF INVOICE
- LESSOR HAS ASSIGNED MIDWEST TRANSIT EQUIPMENT AS ITS AGENT FOR THE INSPECTION OF THESE BUSES UPON RETURN

BUYER:	**MIDWEST TRANSIT EQUIPMENT, INC**	**LESSEE:**	**PEKIN MUNICIPAL BUS SERVICE**
BY:	______________	**BY:**	______________
TITLE:	______________	**TITLE:**	______________
DATE:	______________	**DATE:**	______________

Ty Whitford
Superintendent of Transportation
City of Perkin
1130 Koch St.
Pekin, IL 61554

Midwest Transit Equipment will pay the fee for all City of Pekin mechanics to attend IC University Mechanics training during the summer of 2012. City of Pekin is responsible for the transportation, hotel, and meals for the training. IC will provide some meals.

Your lease agreement reflects the 12,000 miles per year mileage allowance on the IC buses, 15,000 per year mileage allowance on IC buses with AC, and 15,000 miles per year mileage allowance on the Type A buses.

Warranties for all new buses purchased from Midwest Transit Equipment will be assigned to City of Pekin upon delivery. All terms and conditions of the warranty apply. Midwest Transit Equipment will approve and help establish the City of Pekin as a Navistar approved warranty center for the purpose of doing warranty repairs on the IC Bus bodies owned by the City of Pekin. The list of approved repair nouns is attached.

Midwest Transit will:

1) Process the paperwork with Navistar to establish the warranty center for body repairs (noun specific)
2) Train the school on how to properly file warranty repairs for reimbursement and the steps required to tag and retain warrantable parts

City of Pekin will:

1) Perform repairs per the warranty guidelines
2) Be reimbursed at 1.5 times the current highest paid City technician's hourly pay rate without benefits per the standard repair time published by the manufacturer (SRT).
3) Complete the warranty claim online within the timeframe required by Navistar (currently within 30 days of repair) and properly tag and retain parts used in the repair
4) Return any parts requested by Navistar to the appropriate warranty center.
5) Access available technician training as offered to keep technicians current on the latest repair practices. City will be responsible for paying technician's salary for the training period.

On the Collins buses the school will be reimbursed at the same rate for body repairs. Claims will need to be filed with Midwest Transit Equipment. Chevrolet Chassis related issues will be handled by your local GM dealer.

Attached are:

a. Warranty documents that list all items covered under the warranty.
b. A full parts list for warranty work.
c. Pekin revised repurchase agreement.
    i. Term "annual" added for clarification.
    ii. Statement "or buyer may purchase the units directly from the lending source" means Midwest Transit Equipment will pay off the obligation to Sovereign Bank upon return of the buses to Midwest Transit Equipment.
    iii. City of Pekin is responsible for any repairs required in accordance with the lease return guidelines. The guidelines allow for normal wear and tear but do not allow items that are considered misuse, abuse, or neglect.

Please contact me with any further questions.

Sincerely,

Stephen W. Ball
Director of Sales
Midwest Transit Equipment

ILLINOIS

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

CC: City Clerk

From: Ty Whitford Superintendent of Transportation

AGENDA ITEM: Intergovernmental Agreement	
AGENDA DATE REQUESTED: 5/11/2013	
ACTION REQUESTED: Adopt agreement as presented	
DESCRIPTION: Transportation Agreement	
FINANCIAL IMPACT: Unites both districts and city together and eliminates bid process	
NEIGHBORHOOD CONCERNS: N/A	
IMPACT IF APPROVED: It will help the reimbursement process from Feds and eliminate bid process	
IMPACT IF DENIED: Old process comes back	
ALTERNATIVES: Same process as in past	
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.]	
X	**A Prosperous Community.** Protects the interest of the citizens by bidding for competitive rates
X	**A Safe Community.** Police and Fire can not provide a safe community without fuel.
	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: Ty Whitford Date: 2/28/12	
Finance Department (Certification of Availability of Funds): Date:	
Corporation Counsel: Date:	

City Manager:

Date:

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into on or as of the _____ day of _________________, 2012, by and between the **CITY OF PEKIN**, a municipal corporation located in Tazewell County, Illinois (the "City"), **PEKIN PUBLIC SCHOOL DISTRICT NO. 108** located in Tazewell County, Illinois ("District 108") and **PEKIN COMMUNITY HIGH SCHOOL DISTRICT NO. 303** located in Tazewell County, Illinois ("District 303"). District 108 and District 303 are sometimes hereinafter collectively referred to as the "School Districts" and individually as a "School District".

RECITALS

A. The City has for many years provided transportation services to the School Districts for the purpose of bussing students to and from schools operated by the School Districts and bussing students to and from various extracurricular activities.

B. The City has made a significant investment in equipment and personnel for the purpose of providing such transportation services.

C. Because of its investment in equipment and personnel, the City desires to continue to provide transportation services to the School Districts under the terms and conditions hereinafter set forth.

D. By contracting with the City for transportation services, the School Districts can devote their administrative resources to their core mission of educating students attending their schools.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City, District 108 and District 303 agree as follows:

1. **SCOPE OF SERVICES**: The City shall during the term of this Agreement provide transportation services to the School Districts in the manner hereinafter provided. Transportation services shall be provided for each and every day that school is in session. The City shall also provide transportation services for field trips, athletic events and other special programs as requested by the School Districts.

The City shall maintain all data necessary for the proper completion of reports required by the Illinois State Board of Education. The City shall tender such records to each of the School Districts annually and shall separately maintain a copy of any such records for a period of at least three years after tender to the School Districts.

2. **COMPENSATION**: District 108 shall compensate the City for basic transportation services provided under this Agreement, excluding the cost of fuel, in accordance with the schedule set forth at "Exhibit A" attached hereto and incorporated

herein by reference. District 108 shall in addition reimburse the City for the actual cost of fuel used to transport students on behalf of District 108.

District 303 shall compensate the City for basic transportation services provided under this Agreement, excluding the cost of fuel, in accordance with the schedule set forth at "Exhibit B" attached hereto and incorporated herein by reference. District 303 shall in addition reimburse the City for the actual cost of fuel used to transport students on behalf of District 303.

Basic compensation for both regular and special needs transportation shall be paid to the City by each School District in nine (9) equal monthly installments commencing with the month of September of each school term. The City shall, on or before the fifth day of each month, submit to each School District an invoice showing the amount of basic compensation due the city together with all amounts due City for the preceding calendar month for those transportation services not included in basic compensation (i.e., field trips, athletic trips and other trips which are not a part of the regular daily routine). Such invoice shall also include the amount necessary to reimburse the City for the actual cost of fuel used during the preceding billing period to transport students on behalf of each School District. Each School District shall pay the amount due within thirty (30) days of its receipt of the monthly statement, except that payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the disputed item or until the matter is otherwise resolved in the manner provided by law.

The compensation table by the School Districts to the City may be adjusted upon extension of this Agreement in the manner hereinafter set forth.

3. **EQUIPMENT**: The City shall provide sufficient buses of the various types and capacities required to enable it to meet the daily transportation needs of the School Districts.

The City shall keep and maintain all equipment used to provide transportation services in strict compliance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and by the Illinois Department of Transportation, as well as all applicable federal and local laws. All equipment shall be maintained in a mechanical condition sufficient at all times to pass any required Inspections. Buses shall be kept in clean and sanitary condition. All equipment must be open to examination by authorized personnel of the School Districts during normal working hours. All vehicles shall be inspected in accordance with any applicable legal requirements. Any vehicle that is not in compliance with applicable standards shall not be used to deliver transportation services. Standby vehicles shall meet the same standards as regular route vehicles.

In order to safely transport students with special needs, the City shall provide a sufficient number of hospital type vans and buses. Vans and buses transporting students with wheelchairs shall be equipped with an access ramp, adjustable safety locks and seat retainers. Seat belts, harnesses and/or other equipment shall also be provided for students with special needs as required by the School Districts.

All buses shall be equipped with an operable two-way radio system. Alternatively, each driver shall carry a cellular telephone in good working order. The City shall provide and maintain a sufficient quantity of backup radios or cell phones to ensure that buses never operate in violation of this provision. Radio equipment shall have at a minimum power of twenty-watts and operate on a business band FM frequency. Drivers shall maintain constant radio or cell phone contact with The City's central dispatch. All buses shall be equipped with a child reminder system to insure students are not accidentally left on a bus.

The City shall maintain and use video and audio surveillance cameras on all buses. The purpose of this equipment is to monitor conduct and maintain a safe environment for students and staff. Except as otherwise authorized by the Superintendent of the School District whose students ride the bus where a recording is made, only the superintendents of the School Districts or their respective designees, management personnel from the City's bus transportation department, parents of any student involved in an incident, and police officers will be allowed to review recordings and data from video surveillance equipment. The City shall post signs on its school buses in accordance with the requirements of the Eavesdropping Act found at 720 ILCS 5/14-1 et seq. to notify students and parents of the presence of the surveillance system on the buses.

The City shall locate or house its~~his~~ transportation operations within the boundaries of either School District, or at an acceptable satellite office as approved by the School Districts. Transportation operations shall include the bus garage, mechanical repair operations, bus parking, and personnel including the manager, secretary, dispatcher, and mechanics. Satellite office shall mean bus office, bus parking or ports, and personnel including the manager, secretary, and dispatcher.

Vehicles used to transport students shall not exceed an average age of ten years during the term of this Agreement or any extension thereof. The City shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. A minimum of one standby vehicle for every twelve regular vehicles shall be available.

4. **ROUTES AND TIME SCHEDULES**: Routes shall be established by the City and approved by the respective School Districts which will satisfy the transportation needs of the School Districts. Routes shall be established no later than August 15th of the school year. The City shall work closely with the School Districts to plan the routes and otherwise fulfill its obligations under this Agreement. Each School District reserves the right to modify the routes and schedules for buses transporting its students and to

make changes therein. Each School District shall notify the City whenever changes in routes or time schedules are necessary and the City shall make every reasonable effort to adjust its operations so as to accommodate all such changes on the next business day after notice is received from the School Districts.

All schedules shall be established to protect the safety of school children, to deliver students within a reasonable time prior to the opening of the various schools, and to return them to their respective bus stops within a reasonable time after the close of the school day. No route may exceed one hour in length, with the exception of athletic, field trips and/or other occasional trips. All time schedules shall be supplied by the respective School District. Each School District retains the right to schedule the start and ending times of school, early release days, emergency days and the like. Each School District retains the right to set bus runs, including stops and stop locations, and bus routes, including the "piggy-backing" of runs. Each School District utilizes logistics software for transportation scheduling and route determination. Employees of the City having responsibility for scheduling and route determination must be proficient in the use of that software.

In the event a School District cancels or delays school because of inclement weather or any other reason, the Superintendent of the School District or his/her designee shall notify the City prior to 6:00 a.m., prevailing time, on the day of such cancellation or delay. In the event that school is to be dismissed early, the Superintendent or his/her designee shall notify the City not less than two hours before such early dismissal. The decision of the Superintendent shall be final.

5. **OPERATIONS PERSONNEL**: The parties to this Agreement acknowledge that the transportation of school children is a unique and specialized professional service. It is essential that the students be transported to and from school regularly, promptly, safely and without interruption or incident and that the safety of the children during transportation shall take precedence over the interests of both the City, its drivers and the School Districts. It shall be a primary obligation of the City to operate its transportation system so that the School Districts will be assured of this continuous, safe, and reliable service.

The City shall provide staff sufficient to answer telephone calls regarding school transportation services from 7~~8~~:3~~0~~0 a.m. through 4:30 p.m. each school day, and when regular transportation buses are in service.

The City shall provide qualified and appropriate drivers for each vehicle operated in performance of this Agreement. Drivers shall be assigned on a permanent basis to specific routes and schedules. Substitute drivers may be used only when it is not possible for the regularly assigned driver to be available.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. The City shall provide all drivers with periodic in-service training relative to all facets of the driver's job and shall insure that all drivers have successfully completed a Red Cross approved first aid course prior to operating a bus under this Agreement.

Each School District shall have the right to requ<u>est</u>~~ire~~ the <u>removal</u>~~dismissal~~ of any person or driver employed by the City whom, in the opinion of the Superintendent of the School District, is not qualified or appropriate to operate a school bus or otherwise assist the City in performing this Agreement. Subject to this overriding right, the responsibility for hiring and discharging personnel charged with delivering transportation services under this Agreement rests entirely with the City. The City shall not enter into any agreement or arrangement with any employee, person, group or organization, which in any way impedes or prevents the School Districts from exercising their rights to require dismissal.

The City must provide the School Districts with the names and all other available information for all persons it expects to use in fulfillment of this Agreement. All applicants for a school bus driver permit must be fingerprinted and cleared by an Illinois specific background check before a school bus driver permit can be issued. No person may be employed who has been convicted of committing or attempting to commit any one or more of the offenses listed in Section 10-21.9(c) of the School Code of Illinois. The City shall reimburse the School Districts for the cost of all such investigations.

School bus drivers and monitors, if any, shall assist special needs students on and off the City's vehicles and shall be responsible for safely seating such students and for properly applying the safety locks and restraining devices which are provided for the safety of such students.

The City shall furnish and the City shall require its drivers to properly wear and display a photo identification badge at all times they are providing transportation services for the School Districts.

6. **<u>STUDENT DISCIPLINE</u>**: Decisions regarding the discipline of students shall rest with the principals, Superintendent, or Board of Education of the School District having jurisdiction over such students. The City shall submit for review by each School District those rules and regulations for student conduct and disciplinary procedures which are to apply on buses and other vehicles transporting students in order to operate the busses in a safe and efficient manner. The driver is responsible only for discipline required while operating the bus; beyond this point, he/she shall ask for assistance. If, in the opinion of the driver, the behavior of any person on the bus threatens or prevents the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the City's central dispatch. Under no circumstances may a driver refuse to transport a student who is assigned to his bus without express consent from the School District having jurisdiction over the student.

Immediately after any such incident, the driver shall advise the administrator of the building to which the students on the bus are most generally assigned, of all instances of serious misbehavior on the bus and shall assist the building administrator (or his designee) in obtaining whatever information is desired with respect to each incident.

Further administrative procedures and regulations shall be established cooperatively between the School Districts and the City.

All damages to the City's equipment or facilities including damage caused by vandalism will be the responsibility of the City.

7. **MANAGEMENT PERSONNEL**: The City shall provide a full-time manager and an assistant manager of its school transportation department, a permanent dispatcher, and adequate personnel to provide proper supervision over its employees and to keep and maintain proper transportation records for the School Districts. The City shall ensure that at least two managers/supervisors will be on duty during regular transportation operations to respond onsite to emergency situations when they arise. The School Districts shall supply the City with access to any student transportation management system used by the School Districts to assist in the management of transportation information and records. The City shall supply the School Districts with a copy of their bus driver training manual, employee handbook, and evaluation instruments.

8. **CENTRAL DISPATCH**: The City shall maintain a central dispatch station with clear and complete two-way radio or cellular telephone contact with all bus drivers operating buses used to provide transportation services under this Agreement.

The City shall employ a permanent dispatcher assigned to central dispatch. That person, or a competent substitute, shall be on duty at central dispatch at all times when the City provides transportation services under this Agreement.

The City's central dispatch shall be in direct radio or telephone contact with the Business Manager of each School District (or his/her designee) at all times when transportation services are being provided under this Agreement. Central dispatch shall in all instances where, in the opinion of the driver, the behavior of any person on the bus threatens or prevents the driver from operating the bus without endangering the passengers on the bus, notify the Business Manager (or his/her designee) of the School District having jurisdiction over such person(s) of the circumstances and shall then convey the directions, judgment and advice of such Business Manager (or his/her designee) to the driver. Central dispatch shall thereafter follow up with the driver to ensure that the bus is thereafter operated in accordance with the directions, judgment and advice of the Business Manager.

Central dispatch shall require all drivers to advise the administrator of the building in which the students from the bus are most generally assigned of all instances of serious misbehavior on a bus operated pursuant to this Agreement and shall assist the building administrator (or his designee) in obtaining whatever information they may desire relative to each incident.

9. **SAFETY PROGRAM**: The safety and best interests of the children being transported shall be a primary concern of the School Districts and the City. In addition to the safety requirements of state and federal laws and regulations, the City shall work with the School Districts to develop an in-service safety program relative to the rendering of all facets of transportation service under this Agreement. As part of the in-service program, a qualified driver/supervisor (employed by the City) shall ride with every driver at least once each semester and evaluate the performance of the driver. Documentation of these check rides shall be available to the School Districts. The City shall conduct periodic school bus -safety and evacuation drills, as prescribed by law and as arranged with the School Districts. A management level employee of the City shall attend annual meetings conducted by the School Districts for the purpose of conducting transportation and safety drills.

In the judgment of the City and to the extent required to maintain safety on a school bus, the City shall provide a monitor to assist in the transportation of children. The School Districts reserve the right to request that a monitor be placed upon a bus if in its sole discretion an unsafe condition exists that has not been adequately addressed by the City. The City shall assume the costs of a monitor if in the opinion of the affected School District safety could otherwise be maintained without a monitor had the City taken appropriate remedial action to correct the unsafe condition(s).

Monitors are to be included on designated runs as determined by the School Districts, especially for special needs children. Each School District shall identify those runs requiring monitors to serve the needs of its students. The School Districts shall assume the costs associated with such monitors.

The City shall not allow any person other than students, supervisors of the City's school bus transportation department, drivers in training, bus monitors and employees of the School Districts to ride a bus without the written consent of authorized officials of the School District whose students are being transported on the bus.

In the event of emergencies (tornado, earthquake, fire, bomb threats, terrorist acts) when student evacuation is necessary, the City will transport students to a safe and secure area as identified by the School Districts. There will be no additional cost to the School Districts for transporting students during an emergency evacuation.

10. **INSURANCE**: The City shall provide and maintain public liability and property damage insurance coverage throughout the entire term hereof as follows:

A. **General Liability**:
$1,000,000 each occurrence – including Bodily Injury, Property Damage, Blanket Contractual liability

$1,000,000 personal injury and advertising injury
$1,000,000 fire damage legal liability
$2,000,000 general aggregate limit
$2,000,000 products/completed operations limit
Coverage to be written on an occurrence form
Coverage to include a "per job" aggregate endorsement

B. **<u>Automobile Liability</u>**:

$1,000,000 – Combined Single Limit- Bodily Injury/ Property Damage
$5,000 – Medical Payments
$1,000,000 – Uninsured Motorist/Underinsured Motorist

C. **<u>Worker's Compensation</u>**:

$500,000 – Employer's Liability- Each accident
$500,000 – Employer's Liability- Disease -Policy limit
$500,000 – Employer's Liability- Disease –Each employee

D. **<u>Umbrella/Excess Liability</u>**:

$8,000,000 – Each Occurrence
$8,000,000 – Aggregate

A certificate of insurance evidencing such policies shall be provided no later than the commencement of this Agreement. Said certificate of insurance shall include the following additional provisions for all of the above policies:

(1) Both School Districts shall be named as an "additional insured". "The City's insurance shall be primary and the certificate holders insurance shall be non-contributory".

(2) The City's policies shall be endorsed to include "waiver of subrogation" in favor of the School Districts.

(3) The City's insurance policies shall contain a covenant by the issuing company that the policies shall not be canceled or reduced in coverage unless a sixty (60) day prior written notice by registered mail is give to the School Districts. The cancellation provisions of the certificate of insurance shall be amended to include "notice will be mailed". Any wording like "endeavor to" shall be removed.

These insurance provisions shall remain open for review and may be changed at anytime by the School Districts. Any charges to insurance policies that would result in a change in premiums shall be negotiated.

11. **LAWS AND REGULATIONS**: During the entire term of this Agreement, the City shall comply in every respect with all laws, rules and regulations of the State of Illinois and the United States effecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code and the School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and Illinois Department of Transportation.

12. **DURATION OF AGREEMENT**: This agreement shall be effective from and after July 1, 2012 and shall continue in force and effect until June 30, 2014. The City shall supply requested summer school transportation, which shall be considered part of the preceding school term.

13. **EXTENSION OF AGREEMENT**: Unless terminated for cause prior to its expiration in the manner herein set forth, this Agreement shall upon the expiration of its initial term be automatically extended for additional consecutive terms of one (1) year until such time as any party to this Agreement exercises an option to terminate in the manner set forth in this paragraph. Any party to this Agreement may at its option elect to terminate this Agreement by providing a notice of termination to the remaining parties by March 1 of the final year of the initial term of the Agreement or by March 1 of the final year of any extension of this Agreement. Upon optional termination of this Agreement by any party, the remaining parties shall no longer be bound by this Agreement. In the event of an automatic extension of this Agreement, the parties shall within sixty (60) days after such automatic extension reconsider the level of compensation payable by the School Districts to the City. If upon such reconsideration the parties reach agreement to modify the level of compensation payable by the School Districts to the City, a memorandum of such agreement shall be prepared and signed by all parties. The terms of any such memorandum shall supersede any contrary terms of this Agreement. In the event the parties are unable within such sixty (60) day period to agree upon the level of compensation payable to the City, this Agreement shall expire at the end of such sixty (60) day period and the automatic extension previously occurring shall have no force or effect.

14. **NOTICES**: All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

If to the City: City of Pekin
Attention: City Manager
111 S. Capitol Street
Pekin, IL 61554

If to District 303: Pekin Community High School District No. 303
Attention: Superintendent
320 Stadium Drive

Pekin, IL 61554

If to District 108: Pekin Public School District No. 108
Attention: Superintendent
501 Washington Street
Pekin, IL 61554

or to such replacement parties as may from time to time be identified by written notice.

15. **RESERVATIONS**: Both School Districts reserves the right to use other transportation services for field trips, shuttle bus, athletic activities, out-of-district transportation, and other purposes not included in regular School District routes. This does not preclude the possibility that the School Districts may combine some of these types of activities where logical and compatible with regular routing.

16. **BREACH AND OPPORTUNITY TO CURE; DEFAULT; TERMINATION FOR CAUSE**: Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure to perform shall notify in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. A copy of such notice shall be delivered on all other parties to this Agreement. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after receipt of such notice, or in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence. If a breach identified in such notice has not been cured within the time allowed by this paragraph, the complaining party may at its option declare the breaching party to be in default of its obligations under this Agreement by giving notice of default to all other parties. With such notice of default, the complaining party may at its option terminate this Agreement without any further obligation to the remaining parties. Upon termination for cause by any party as provided in this paragraph, the remaining parties shall no longer be bound by this Agreement.

17. **CITY NOT AN AGENT**: The City enters into this agreement for furnishing transportation only as an independent contractor and further acknowledges that it is not a representative, agent, joint venturer, official, or employee of the School Districts.

18. **FORCE MAJEURE**: In the event the City's performance of this Agreement is temporarily interrupted due to Acts of God, civil disturbances, labor disputes or strikes, Governmental acts, regulations or executive order, or for other causes not chargeable to the City, then in lieu of any other remedy the School Districts shall have the right and option to take possession and control of all school buses, operating equipment, tools, supplies, parts, and other items of property kept by the City for the purpose of providing and furnishing services under this Agreement and to keep and use

all such property belonging to the City for the duration of such interruption in order to operate its transportation services. During such time the School Districts shall keep accurate accounts of the services used by it in maintaining such transportation services, as if performed pursuant to this Agreement, and of all expenditures made by the School Districts for such operations. The School Districts shall continue to pay the City for the duration of such interruption, such amounts as would otherwise be due under this Agreement less the amounts of its expenditures and costs. In the event of damage to property of the City because of Acts of God, civil disturbances, labor disputes or strikes, regulations or executive order, the School Districts shall have no liability for damage directly resulting from the aforementioned causes.

CITY OF PEKIN

By________________________________
Its Mayor

ATTEST:

By________________________________
Its City Clerk

PEKIN PUBLIC SCHOOL DISTRICT NO. 108

By________________________________
President, Board of Education

ATTEST:

By________________________________
Secretary, Board of Education

PEKIN COMMUNITY HIGH SCHOOL DISTRICT NO. 303

By________________________________
President, Board of Education

ATTEST:

By________________________________
Secretary, Board of Education

EXHIBIT A

Compensation Payable by District 108

District 108 School Year 2012-2013

CATEGORY	Rate	QTY	DAILY TOTAL	DAYS	TOTAL	PAYS	MONTHLY AMOUNT
Regular Transportation	$142.14	32	$4,548.48	173	$786,887.04	9	$87,431.89
Rural Transportation	$179 64	7	$1,257 48	173	$217,544.04	9	$24,171.56
Shuttle	$142.14	2	$284.28	173	$49,180.44	9	$5,464.49
Starke EC	$142.14	1	$142.14	162	$23,026 68	9	$2,558.52
SPED	$224 03	8.5	$1,904 26	173	$329,436.12	9	$36,604.01
Schramm	$224.03	1.5	$336 05	173	$58,135.79	9	$6,459.53
Kiefer	$224.03	1	$224.03	173	$38,757.19	9	$4,306.35
Woodrow Wilson	$224.03	1	$224 03	173	$38,757.19	9	$4,306.35
Hammitt	$304.68	1	$304.68	173	$52,709.64	9	$5,856.63
St. Joseph & GSLS	$142.14	5	$710 70	173	$122,951.10	9	$13,661.23
Over Flow	$142.14	2	$284.28	173	$49,180.44	9	$5,464.49
Algebra Bus	$71.42	2	$142.84	165	$23,568.60	9	$2,618.73
Preschool	$142.14	12	$1,705 68	160	$272,908.80	9	$30,323.20
Oil & Water	$13,262.65					9	$1,473.63
Totals					$2,076,305.71		$230,700.63

District 108 School Year 2013-2014

CATEGORY	Rate	QTY	DAILY TOTAL	DAYS	TOTAL	PAYS	MONTHLY AMOUNT
Regular Transportation	$142.14	32	$4,548 48	173	$786,887.04	9	$87,431.89
Rural Transportation	$179.64	7	$1,257.48	173	$217,544 04	9	$24,171.56
Shuttle	$142 14	2	$284.28	173	$49,180 44	9	$5,464.49
Starke EC	$142 14	1	$142.14	162	$23,026 68	9	$2,558 52
SPED	$224 03	8 5	$1,904 26	173	$329,436 12	9	$36,604.01
Schramm	$224 03	1 5	$336.05	173	$58,135 79	9	$6,459.53
Kiefer	$224 03	1	$224.03	173	$38,757.19	9	$4,306.35
Woodrow Wilson	$224 03	1	$224.03	173	$38,757.19	9	$4,306.35
Hammitt	$304 68	1	$304.68	173	$52,709 64	9	$5,856 63
St Joseph & GSLS	$142 14	5	$710 70	173	$122,951.10	9	$13,661 23
Over Flow	$142 14	2	$284.28	173	$49,180 44	9	$5,464.49
Algebra Bus	$71.42	2	$142.84	165	$23,568.60	9	$2,618 73
Preschool	$142 14	12	$1,705.68	160	$272,908 80	9	$30,323.20
Oil & Water	$13,262 65					9	$1,473 63
Totals					$2,076,305 71		$230,700 63

EXHIBIT B

Compensation Payable by District 303

Pekin ILLINOIS

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 the Engineering Design and Oversight of the Fuel Farm Project at the Pekin Municipal Airport

AGENDA DATE REQUESTED: June 11, 2012

ACTION REQUESTED: To approve the engineering agreement with Hanson Professional Services Inc for the design and additional support for the replacement of the fuel dispensing system at the Pekin Municipal Airport

DESCRIPTION: This request is to enter into an agreement with Hanson Professional Services Inc. to provide the design engineering and the necessary construction support for the replacement of the both the Jet A and 100LL fuel dispensing systems at the Pekin Municipal Airport. The current fueling dispensers have met the design life and parts have become increasing harder to find and replace. This agreement will allow us to have Hanson design and provide specifications to bring the fuel dispensers up to date and be in compliance with the State Fire Code. This is project will be funded with using the City's Airport Improvement Program funding. With this funding the cost of the Engineering get incorporated into the total cost of the project which includes construction and then the City is reimbursed for 90% up to $148,000.

FINANCIAL IMPACT: $27,763.12 of Airport Funds in which will 90% will get reimbursed

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: The design and specifications for new fuel dispensers will be completed

IMPACT IF DENIED: The design will not be completed and no AIP project will take place at the airport this year

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: 5/30/2012	
Finance Department (Certification of Availability of Funds): Date: 5-31-12	
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: April 2011

[ ]	Preliminary Phase Services	[X]	Construction Phase Services
[X]	Design Phase Services	[X]	Planning and Special Services

THIS AGREEMENT, made at Pekin, Illinois, this ________ day in the year 2012 by and between the City of Pekin (hereinafter referred to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the "Consultant").

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. C15-4084; AIP Project No. 3-17-0078-B13; 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.G., Detailed Scope of Services):

Update Fuel System – The project consists of replacing the existing fuel dispensing equipment for both Jet A and AVGAS; construction of a new Portland Cement Concrete (PCC) pad; installation of a card reader; and electrical improvements. Associated work items include bollard installation, marking, incidental landscaping items.

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 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 PHASE SERVICES (Not applicable)

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering 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). Not included in this phase are standard topographical surveys and CBR tests (normally included in design phase engineering). 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. <u>FIELD SURVEY AND TESTING</u>

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

2. ENGINEERING REPORT

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report, at the 35% project design timeline. The information 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 engineering analysis.

3. 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 150/5370-2E (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.

4. CLARIFICATION OF PLANS

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

5. DELIVERABLES

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables at the 100% project design timeline:

a. Final project estimate of costs complete w/ professional services fees, sponsor reimbursement estimates.
b. DBE participation goal and breakout of DBE work.
~~c. QA verification of ELM Engineers Estimate for Schedule of Prices.~~
d. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
~~e. Project Release Request Narrative (incl. all project numbers, complete description and justification).~~
~~f. Prime contractor work item breakdown for bidding.~~
g. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
h. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2E (or current) Operational Safety on Airports during Construction).
i. Original executed Consultant Project Certification (ATTACHMENT N).
j. Executed DBE/WBE Final Documentation (ATTACHMENT O).
k. Electronic copy/access of all information (via CD or ftp site).

6. 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:~~

(1) ~~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.~~

(2) 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.*

(3) ~~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.~~

(4) ~~To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.~~

(5) 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.

(6) ~~Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.~~

(7) ~~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, 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. 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.

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

The Scope of Design Services to be provided is limited to the following:

- Attendance of Predesign Meeting (at Airport)
- Preparation and Distribution of a 35% Engineering Report
- Prequalification of Contractors prior to Bid Opening

- Preparation of the following Construction Plans Sheets (single bid set):

  - Cover Sheet
  - Summary of Quantities and Index to Sheets
  - Proposed Safety Plan
  - Proposed Civil Site Plan
  - Proposed Electrical Site Plan
  - Proposed Dispenser Details
  - Electrical Details, Notes, and Abbreviations
  - Electrical One-Line Diagrams
  - Electrical Schedules
  - Grounding Details

- Preparation of Bidding Documents and Specifications (single bid set)

- Review of Bids & Provision of Recommendation
- Provision of Correspondence to Notify Bidders of Successful Bidder
- Assistance in Preparation of Contract Documents

Design Services specifically excluded from this Contract:

- Topographic Survey
- Negotiations with Contractor
- Environmental testing of any nature

The Scope of Construction Services to be provided is limited to the following:

- Attend Preconstruction Meeting with Contractor and Sponsor, with preparation (6 hours)
- Review of required Shop Drawings (20 hours)

- Construction Observation/Progress – (one visit by Sr. Electrical Engineer)
- Final Inspection and Development of Punchlist - (one visit by Sr. Electrical Engineer)

Each visit assumed to include travel time to and from Springfield to the Airport (3 hours), and a period of 5 (five) hours per visit for a total of 8 hours per visit.

- Coordination/General Correspondence (4 hours)
- Project Administration (4 hours)

Items specifically excluded:

- Material Testing (by others)
- Collection, Review and Approval of Certified Payrolls (by others)
- Collection, Review and Approval of Material Certifications (by others)
- Maintenance of Daily Diary (by others)
- All items not explicitly identified above

The Scope of Special Services to be provided is limited to the following:

- Preparation of Categorical Exclusion (CATEX) for FAA Environmental Approval

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. 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).

A. PRELIMINARY PHASE SERVICES

For services outlined in Section I.A., Preliminary Phase Services, and further detailed in Section I.G., Detailed Scope of Services,

a cost plus a fixed payment of $ N/A

total amount not to exceed $ N/A
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Preliminary Phase Services have been performed, approved and accepted by the Department. 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.

B. DESIGN PHASE SERVICES

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

1. a cost plus a fixed payment of $ 1,905.97

   total amount not to exceed $ 15,050.60
   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.B.5. 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.B.5.) 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.G., Detailed Scope of Services,

a cost plus a fixed payment of $ 1,356.66

total amount not to exceed $ 10,712.93

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 submitted within 45 days 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. Any submittal after this time shall not be eligible for reimbursement by the Department unless extended by the Department.

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.G., Detailed Scope of Services,

a cost plus a fixed payment of $ 253.22

total amount not to exceed $ 1,999.59

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.

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.AH., 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 breeches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, Sponsor, nor 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.F.)

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. Payment liability by the State is as outlined above (see Section I.F., 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 (Sponsor) hereby certifies that it has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. (Consultant) of Springfield, IL (Location) has been selected to provide the engineering services required for the project on

August 8, 2011
(Date)

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 and is authorized by law.

Date ____________________ Sign Name ____________________

Print Name ____________________

Printed Title ____________________

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 6th Street, Springfield, IL, 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.

May 24, 2012
Date

Sign Name

John P. Coombe
Print Name

Secretary
Printed 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. (I am) (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. DBE firm(s) will be selected from those approved by Illinois Department of Transportation or listed in the Illinois Unified Certification Program.

For the project described on page one of this Agreement, the following firm(s) may be utilized to fulfill the DBE requirement of this contract:

	Firm	Description of Work	Subcontract Amount ($)
1.			
2.			
3.			
4.			

Total DBE Participation $0.00

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:

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:
(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on this agreement, the employee will:
(A) abide by the terms of the statement; and
(B) 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:
(1) the dangers of drug abuse in the workplace;
(2) the Consultant policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation, and employee assistance programs; and
(4) 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)

<u>The Consultant</u> <u>certifies that the Corporation's certificate</u> 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 the duly elected Vice-President 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.

24 day of May, AD, 20 12

Hanson Professional Services Inc.
Corporation

BY

John P. Coombe, Secretary
Printed Name & Title

BY

Jeffery T. Ball, Senior 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 Contractors)

I, ____ hereby certify that I have read Public Act 90-
(Name)

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.

AB. 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.

AC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 tha1 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.

AD. 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.

AE. 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.

AF. 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.

AG. 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.

AH. 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

____________________, Illinois, this____________________, 20___.
(city) (date) (year)

ATTEST:

(SEAL)

____
(Sponsor Name)

____
(Federal Employee's Identification Number)

BY ____________________ BY ____________________

Printed Name & Title Printed Name & Title

ATTEST:

(SEAL)

Hanson Professional Services Inc.
(Consultant Name)

37-0844717
(Federal Employee's Identification Number)

BY ____________________ BY ____________________

John P. Coombe, Secretary
Printed Name & Title

Jeffery T. Ball, Senior Vice-President
Printed Name & Title

LIST OF ATTACHMENTS

ATTACHMENT A

PRELIMINARY PHASE SERVICES

ESTIMATE OF COSTS

Category	Amount ($)	
1. Direct Salary Costs		(ATTACHMENT A-1)
2. Labor and General and Administrative Overhead[1]		
3. Direct Nonsalary Expenses		
Lodging[2,3]		
Meals/Per Diem[2,3]		
Transportation[2]		
Materials & Supplies		
Printing		
CADD time[4]		
Other Costs (excluding outside services)		
4. Fixed Payment[5]		
5. Outside Services		
Cost Plus Fixed Payment **Total Amount Not to Exceed**	**$ N/A**	

NOTES:

1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

2/ Current approved rates established by State of Illinois - Governors Travel Control Board.

3/ Shall not be used in calculation of fixed payment amount.

4/ Maximum CADD rate shall be $15.00/hour.

5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT A-1

PRELIMINARY PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	$Rate/Hour	Cost ($)
Principal			
Vice Principal			
Project Manager		**$56.66**	
Senior Project Engineer			
Senior Project Architect			
Project Engineer		**$41.21**	
Project Architect			
Senior Engineer			
Senior Architect			
Engineer		**$31.44**	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		**$31.70**	
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician		**$24.95**	
Clerical		**$23.34**	
Total	(hours)	(average)	$ (total direct salary costs) (ATTACHMENT A)

*Classification to be adjusted as per consultant's work force.

ATTACHMENT B

DESIGN PHASE SERVICES

ESTIMATE OF COSTS

Category	Amount ($)	
1. Direct Salary Costs	4,638.59	(ATTACHMENT B-1)
2. Labor and General and Administrative Overhead[1]	7,824.84	
3. Direct Nonsalary Expenses		
Lodging[2,3]	0.00	
Meals/Per Diem[2,3]	0.00	
Transportation[2]	61.20	
Materials & Supplies	0.00	
Printing	20.00	
CADD time[4]	600	
Other Costs (excluding outside services)	0.00	
4. Fixed Payment[5]	1,905.97	
5. Outside Services	0.00	
Cost Plus Fixed Payment **Total Amount Not to Exceed**	**15,050.60**	
OR		
Lump Sum **Total Amount Not to Exceed**	N/A	

Estimated Construction Cost: $ 157,825 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
3/ Shall not be used in calculation of fixed payment amount.
4/ Maximum CADD rate shall be $15.00/hour.
5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1

DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	$Rate/Hour	Cost ($)
Principal			
Vice Principal			
Project Manager	8	**$56.66**	453.28
Senior Project Engineer			
Senior Project Architect			
Project Engineer	67	**$41.21**	2,761.07
Project Architect			
Senior Engineer			
Senior Architect			
Engineer	2	**$31.44**	62.88
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	40	**$31.70**	1,268.00
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician		**$24.95**	
Clerical	4	**$23.34**	93.36
Total	121 (hours)	38.34 (average)	4,638.59 (total direct salary costs) (ATTACHMENT B)

*Classification to be adjusted as per consultant's work force.

ATTACHMENT C

CONSTRUCTION PHASE SERVICES

ESTIMATE OF COSTS

Category	Amount ($)	
1. Direct Salary Costs	3,295.20	(ATTACHMENT C-1)
2. Labor and General and Administrative Overhead[1]	5,558.67	
3. Direct Nonsalary Expenses		
Lodging[2,3]	0.00	
Meals/Per Diem[2,3]	0.00	
Transportation[2]	122.40	
Materials & Supplies	0.00	
Printing	20.00	
CADD time[4]	360.00	
Other Costs (excluding outside services)	0.00	
4. Fixed Payment[5]	844.60	
5. Outside Services	0.00	
Cost Plus Fixed Payment **Total Amount Not to Exceed**	**$10,712.93**	

Estimated Number of Calendar Days: 30

NOTES:

1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
3/ Shall not be used in calculation of fixed payment amount.
4/ Maximum CADD rate shall be $15.00/hour.
5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	$Rate/Hour	Cost ($)
Principal			
Vice Principal			
Project Manager	4	**$56.66**	226.64
Senior Project Engineer			
Senior Project Architect			
Project Engineer	56	**$41.21**	2,307.76
Resident Engineer			
Senior Engineer			
Senior Architect			
Engineer	0	**$31.44**	0.00
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	24	**$31.70**	760.80
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician	0	**$24.95**	0.00
Clerical	0	**$23.34**	0.00
Total	84 (hours)	39.23 (average)	3,295.20 (total direct salary costs) (ATTACHMENT C)

*Classification to be adjusted as per consultant's work force.

ATTACHMENT D

PLANNING AND SPECIAL SERVICES

ESTIMATE OF COSTS

Category	Amount ($)	
1. Direct Salary Costs	612.74	(ATTACHMENT D-1)
2. Labor and General and Administrative Overhead[1]	1,033.63	
3. Direct Nonsalary Expenses		
Lodging[2,3]	0.00	
Meals/Per Diem[2,3]	0.00	
Transportation[2]	0.00	
Materials & Supplies	25.00	
Printing	0.00	
CADD time[4]	75.00	
Other Costs (excluding outside services)	0.00	
4. Fixed Payment[5]	253.22	
5. Outside Services	0.00	
Cost Plus Fixed Payment **Total Amount Not to Exceed**	**$1,999.59**	

NOTES:

1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

2/ Current approved rates established by State of Illinois - Governors Travel Control Board.

3/ Shall not be used in calculation of fixed payment amount.

4/ Maximum CADD rate shall be $15.00/hour.

5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	$Rate/Hour	Cost ($)
Principal			
Vice Principal			
Project Manager	3	**$56.66**	169.98
Senior Project Engineer			
Senior Project Architect			
Project Engineer	0	**$41.21**	0.00
Project Architect			
Senior Engineer			
Senior Architect			
Engineer	4	**$31.44**	125.76
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician	10	**$31.70**	317.00
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician	0	**$24.95**	0.00
Clerical	0	**$23.34**	0.00
Total	17 (hours)	36.04 (average)	$612.74 (total direct salary costs) (ATTACHMENT D)

*Classification to be adjusted as per consultant's work force.

ATTACHMENT E

ENGINEERING REPORT (General Guidance)

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.

2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.

3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.

4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.

5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?

6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.

7. Explanation of drainage design criteria including explanation of drainage districts data iNPUT and off-site drainage impact on design. Include drainage calculations and modeling.

8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.

9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.

10. Approach conditions which will result from proposed work and comparison with FAA criteria.

11. Analysis of potential RSA determination (if applicable).

12. Development of PCN for runway strengthening and rehabilitation projects.

13. Description of non-AIP work and quantity separation from AIP eligible items.

14. Identify work to be done by others such as utility companies and airports sponsor forces.

15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.

16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2E (or current) Operational Safety on Airports during Construction) shall be included.

17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

Illinois Department of Transportation

Resident Engineer's Diary

Airport: ______________________ Date: ____________

Contractor: ______________________ IL Project No.: ________ AIP Project ________

Temperature: ________ °F Wind: ________ Weather Conditions: ______________________

Status: ☐ Active ☐ Suspended Jobsite Conditions: ☐ Workable ☐ Non-

Controlling Item: ______________________

Workforce

Consultant (# of people, hours): ______________________

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): ______________________

Additional Work (change order, etc.): ______________________

Official Visitors: ______________________

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

Other:

Calendar Days: ________ Awarded

________ Charged

________ Remaining

DBE Onsite?: (yes or no) ________

Own forces used?: ☐

Own equipment used?: ☐

Submitted By: ______________ Firm: ______________ Date: ____________

ATTACHMENT G

COST PLUS FIXED PAYMENT INVOICE (Standard Format)

To: ______________________, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport,
1 Langhorne Bond Drive
Springfield, IL. 62707-8415

Attn:______________________, Section Chief

From (Firm):______________________

Address:______________________

Telephone No. (____)______________

INVOICE # __________. Date __________.

[ ] Partial [ ] Final

Airport ______________________ Municipality______________________, IL

IL. Proj. No. ______________ Federal Proj. No.______________________

Notice to Proceed Date (OP&P program letter or Sponsor authorization): ______________

Per A/E Agreement / Amendment dated:______________________

Services (check only those services pertaining to invoice):

- ☐ Preliminary Phase Services
- ☐ Design Phase Services
- ☐ Construction Phase Services
- ☐ Planning and Special Services
- ☐ Other ( )
- ☐ Amendment(s)

Service Dates:
For Services Rendered From (date):______________________To (date):______________________

(1)	Direct Salaries to Date	$________
(2)	Payroll Burden and Overhead (________%)	$________
(3)	Other Direct Salaries	$________
(4)	Profit - (Fixed Payment $________ x __________% Complete)	$________
(5)	SUBTOTAL	$________
(6)	Direct Costs of Services by Others	$________
(7)	Direct Costs, Travel and In-plant	$________
(8)	TOTAL AMOUNT EARNED To Date: (5) + (6) + (7)	$________
(9)	Maximum Payable (per Engineering Agreement) $______________	
(10)	Less Total Amounts Previously Invoiced	$________
(11)	PAYMENT DUE THIS INVOICE	$________

I certify that to the best of my knowledge the percent of work shown as complete on this Invoice is correct. By ______________________

____
Printed Name and Title

Department Approval By ______________________

Date:______________________

____
Printed Name and Title

NOTE:
This format is for general information; however the consultants format containing the essential data may be acceptable.

ATTACHMENT H

LUMP SUM INVOICE (Standard Format)

To: ______________________, Chief Engineer
Illinois Department of Transportation
Division of Aeronautics
Abraham Lincoln Capital Airport,
1 Langhorne Bond Drive
Springfield, IL. 62707-8415

Attn:______________________, Section Chief

From (Firm):______________________

Address:______________________

Telephone No. (____)______________

INVOICE # __________. Date __________.

[ ] Partial [ ] Final

Airport ______________________ Municipality______________________, IL

IL. Proj. No. ______________ Federal Proj. No.______________________

Notice to Proceed Date (OP&P program letter or Sponsor authorization): ______________

Per A/E Agreement / Amendment dated:______________________________

Services (check only those services pertaining to invoice):

- ☐ Preliminary Phase Services
- ☐ Design Phase Services
- ☐ Construction Phase Services
- ☐ Planning and Special Services
- ☐ Other (   )
- ☐ Amendment(s)

Service Dates:
For Services Rendered From (date):____________________To (date):____________________

(1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement)...........$______________

(2) Percent of Work Complete: ____________%

(3) Fee Earned to Date: (LS $____________x __________% Complete).........$______________

(4) Less Total Amount(s) Previously Invoiced.. $______________

(5) PAYMENT DUE THIS INVOICE...$______________

I certify that to the best of my knowledge the percent of work shown as complete on this Invoice is correct.

By ______________________________

____
Printed Name and Title

Department Approval

By ______________________________

Date:____________________

____
Printed Name and Title

NOTE:
This format is for general information; however the consultants format containing the essential data may be acceptable.

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

Airport ____________________
Ill. Proj. No.________________
AIP Proj. No.________________

Invoice No.________________________
Date

ENGINEERING COSTS BREAKDOWN

Agrmt. Para. Governing Services	Service Performed	Date Performed	Employee's Name and Classification	Hours	Rate	Amount

ENGINEERING FIRM:

Total ____________________

Name ______________________________

Address ______________________________

____

____

Prepared By ______________________________

Date ______________________________

NOTE:
This format is for general information; however the consultants format containing the essential data may be acceptable.

ATTACHMENT J

TESTING SCHEDULE

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

APPROXIMATE NUMBER	DESCRIPTION
	Particle - Size Analysis
________	ASTM D-421
________	ASTM D-2217
________	ASTM C-422
	Moisture-Density Relations of Soil
________	ASTM D-698
________	ASTM D-1557
	Shrinkage Factors of Soil
________	ASTM D-427
	Permeability of Granular Soils
________	ASTM D-2434
	Determination of Organic Materials in Soils by Wet Combustion
________	AASHTO T-194
	Bearing Ratio of Laboratory -Compacted Soil
________	ASTM D-1883
	Modulus of Soil Reaction
________	AASHTO T-222
	Soil Classification "Unified System"
________	ASTM D-2487
	Soil Borings
________	ASTM D-2113
	Hydrated Lime
________	ASTM C-207
	Abrasion
________	ASTM C-131
	Soundness
________	ASTM C-88
	Penetration
________	ASTM D-946
	Viscosity
________	ASTM D-3381

APPROXIMATE NUMBER	DESCRIPTION
	Marshall Method
________	ASTM D-1559
	Gradation
________	ASTM C-136
	Extraction and Gradation
________	ASTM D-2172
________	Bulk Specific Gravity
________	ASTM D-2726
	Maximum Theoretical Specific Gravity
________	ASTM D-2041
	Nuclear Density
________	ASTM D-2950
	Washed Aggregate Sample
________	ASTM C-117
	Liquid Limit, Plastic Limit, Plastic Index
________	ASTM D-4318
	Absorption and Specific Gravity
________	ASTM C-127
________	ASTM C-128
	Moisture Content
________	ASTM C-566
	P.C.C. Test Cylinders
________	ASTM C-31
	Slump P.C.C.
________	ASTM C-141
	Air Content
________	ASTM C-231
	Flexural Strength
________	ASTM C-78
	Yield, Cement Content
________	ASTM C-138
	Rubber in Tension
________	ASTM D-412
	Striping Test
________	ASTM D-1664

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

ATTACHMENT K

TESTING RATES & COST SUMMARY

DESCRIPTION OF TEST	ESTIMATED COST PER TEST	NUMBER REQUIRED	TOTAL $

ATTACHMENT L (Optional)

SUMMARY OF PAYROLL BURDEN AND FIXED COSTS

	% of Direct Productive Payroll
Federal Insurance Contributions Act	
State Unemployment Compensation	
Federal Unemployment Compensation	
Workmen's Compensation Insurance	
Paid Holidays, Vacation, Sick Leave	
Bonus	
Pension	
Group Insurance	
TOTAL PAYROLL BURDEN & FRINGE COSTS	%

NOTE:
A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT M (Optional)

SUMMARY OF OVERHEAD AND INDIRECT COSTS

	% of Direct Productive Payroll
Taxes except Federal Income	
Business Insurance, except key-man insurance, insurance including accident, liability and valuable papers	
Depreciation and authorization	
Administrative, unassignable staff time, recruiting, training and education, severance, negotiating new business, and office accounting, clerical and secretarial wages and salaries	
Reproduction and printing costs	
Office Supplies	
Computer Costs	
Professional services including specialists, legal, auditing, etc.	
Employees travel expenses not assigned to clients and excluding costs outside Illinois	
Telephone, Telegraph and Postage	
Recruiting and relocating expense	
Training and educational non-salary expenses	
Fees, licenses, dues, publications (technical and professional)	
Utilities and maintenance	
Business space rent	
Rental of Equipment	
Miscellaneous Expense	
TOTAL OVERHEAD	%

NOTE:
A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT N

PROJECT CERTIFICATION

AIRPORT: ______________________________

ILL. PROJ. NO.: ______________________________

AIP PROJ. NO.: ______________________________

CONTRACT NO.: ______________________________

Project Description:

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or State of Illinois – Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information and belief that:

1. Sponsor and Consultant have met all state and federal QBS requirements pursuant to the requirements of 49 CFR 18.36 for the selection of the Consultant to provide the necessary professional services for the project described herein and identified in the Professional Services RFQ.

   Selection Date: ______________________

2. Project is clearly delineated on the approved Airport Layout Plan.

   Approval Date: ______________________

3. The project is environmentally cleared.

   ☐ **YES** ☐ **NO** **DOCUMENT TYPE:** ☐ **CATEX** ☐ **EA** ☐ **EIS** ☐ **FONSI**

   Approval Date: ______________________

4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.

   ☐ **YES** ☐ **NO**

5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and , the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification to Standards which has been addressed and justified in the engineering report and submitted to and approved by the Engineer of Design.

6. The design conforms to the approved project scope.

7. Provisions have been included for safety during construction in accordance with Advisory Circular 150/5370-2 (latest edition).

8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition).

Date ______________________ By: ______________________________ P.E.
Design Engineer (Consultant)

Date ______________________ By: ______________________________ P.E.
Project Engineer (Consultant)

Date ______________________ By: ______________________________ P.E.
Dept. Design Engineer Acknowledgement

ATTACHMENT O
DBE FINAL DOCUMENTATION

Illinois Department of Transportation

Subconsultant

Name ______________________
Address ______________________
____
Telephone ______________________

Subject

Airport ______________________
Illinois Project No. ______________________
Federal Project No ______________________

Prime Consultant

Name ______________________
Address ______________________
____
Telephone ______________________

Contract Amounts

Consultant Contract Amount ______________________
DBE Contract Amount ______________________
DBE Goal (%) ______________________

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein was executed by the DBE, that the DBE actually provided the services and that the services reported herein conforms to the services reported in the approved Engineering Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid
Totals		

Prime Consultant

____
Print Name

____
Title

____
Signature

____
Date

DBE Subconsultant

____
Print Name

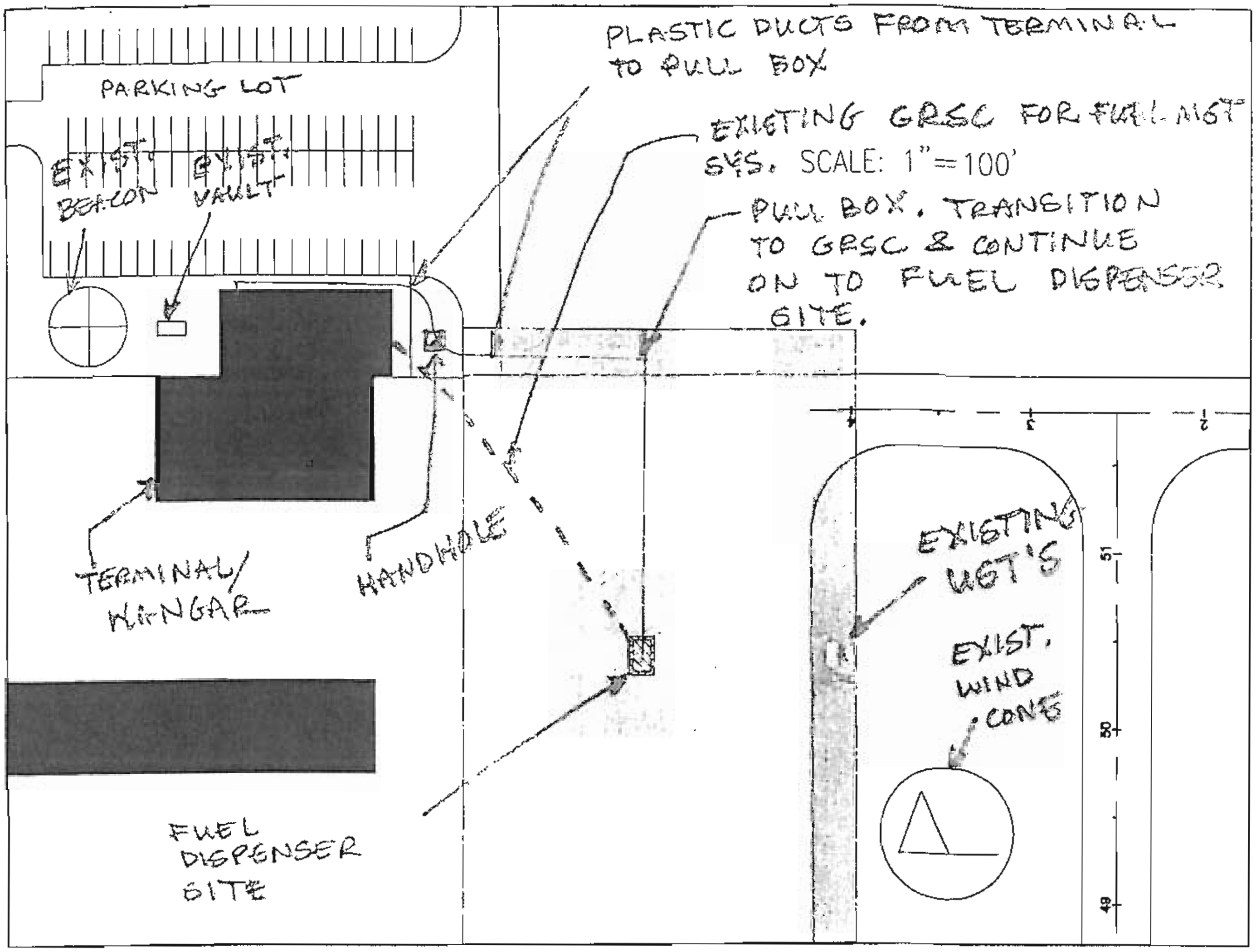
____
Title

____
Signature

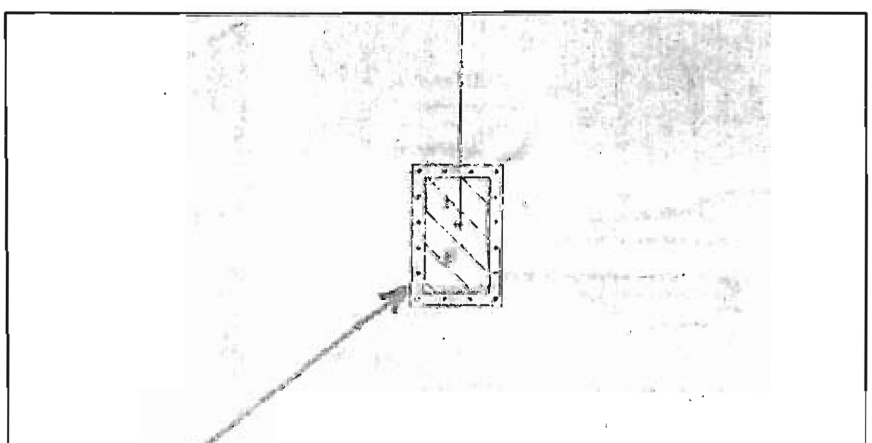
____
Date

ATTACHMENT P

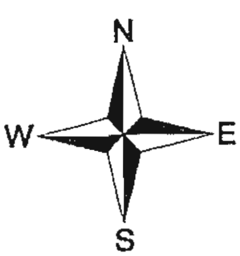
PROJECT SKETCH



SCALE: 1"=30'



FUEL DISPENSER SITE WITH BOLLARDS.



PEKIN MUNICIPAL AIRPPORT

ATTACHMENT "P"

C15-4084 3-17-0078-B13

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ATTACHMENT Q

PROJECT LETTING SCHEDULE

N/A for LOCAL LET PROJECT

ATTACHMENT R

OP&P PROGRAM LETTER

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

January 25, 2012

Mr. Mike Guerra
Public Works Director
City of Pekin-Pekin Municipal Airport
111 South Capital Street
Pekin, Illinois 61554

Dear Mr. Guerra:

As you requested, the Office of Planning and Programming will make the following change to the FFY-2012 Airport Improvement Program that we sent you in our letter of May 23, 2011.

We will drop the programmed Automated UNICOM project and we will add a project to remove the existing fuel dispensing system and replace it with a new automated fuel dispensing system to our Federal Fiscal Year 2012 Airport Improvement Program. The project will be funded as follows:

Non-Primary Entitlement	$95,000
State Match	$0
Local Match	$5,000
Total Cost	$100,000

It is now the airport sponsor's responsibility to initiate the professional services phase of the project. This is accomplished by contacting the Division of Aeronautics, either directly or through your consultant, to schedule a project initiation meeting. This project is officially programmed and this letter constitutes the "official notice to proceed" for the project.

If you have any questions, please contact Mike McCue at 217-782-0698.

Sincerely,

S/S 1-25 BW

Charles J. Ingersoll, P. E.
Director

bcc:	Susan Shea	Mike McCue	Scott Paden	
	Steve Long	Alan Mlacnik	BJ Murray	Rhonda Baskett

<u>ATTACHMENT S</u>

CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

October 18, 2011

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. John P. Coombe
Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703-

Dear Mr. Coombe:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2010. Your firm's total annual transportation fee capacity will be $96,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 168.69% are approved on a provisional basis. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2011. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

Janet L. Pisani

Janet L. Pisani, P.E.
Acting Section Chief
Preliminary Engineering

OCT 20 2011

SEFC PREQUALIFICATION

FIRM: HANSON PROFESSIONAL SERVICES INC. SOI CODE: HANSON **DATE: 10/18/11**

PLANS, SPECIFICATIONS & ESTIMATES

1. FREEWAYS:	X	11. MOVABLE BRIDGE:	
2. ROADS AND STREETS:	X	12. STEEL GIRDER BRIDGE:	X
3. AER. PLANNING & SPECIAL SERVICE	X	13. TIED ARCH BRIDGE:	
4. AER. DESIGN:	X	14. SEGMENTAL CONCRETE BOX GIRDER BRIDGE:	X
5. AER. CONSTRUCTION INSPECTION:	X	15. CONT/CANT TRUSS BRIDGE:	X
6. HIGHWAY STRUCTURE:SIMPLE:	X	16. CABLE STAYED GIRDER BRIDGE:	A
7. HIGHWAY STRUCTURE:TYPICAL:	X	17. TRAFFIC SIGNALS:	X
8. HIGHWAY STRUCTURE:ADV TYPICAL:	X	18. LIGHTING:TYPICA	A
9. HIGHWAY STRUCTURE:COMPLEX:	X	18a. LIGHTING:COMPLEX	A
10. RAILROAD BRIDGE:	X	19. PUMPING STATION:	X

STUDIES

20. LOCATION DRAINAGE.	X	23. SAFETY STUDIES:	X
21. TRAFFIC STUDIES:	X	24. FEASIBILITY STUDIES:	X
22. SIGNAL COORDINATION & TIMING (SCAT):			

HYDRAULIC REPORTS

25. WATERWAYS TYPICAL:	X	27. PUMP STATION:	X
26. WATERWAYS COMPLEX	X		

LOCATION AND DESIGN STUDIES

28. REHABILITATION:	X	30. NEW CONST./MAJ RECONST:	X
29. RECONST./MAJ REHAB:	X		

ENVIRONMENTAL STUDIES & REPORTS

31. E.A.:	X	32. E.I.S.:	X

SPECIAL DESIGN STUDIES

33. MASS TRANSIT:	X	34. RAILWAY ENGINEERING:	X

SPECIAL SERVICES

35. SURVEYING:	X	44. ARCHITECTURE:	X
36. AERIAL MAPPING:		45. LANDSCAPE ARCHITECTURE:	
37. GENERAL GEOTECHNICAL SERVICES:	X	46. HAZARDOUS WASTE:	
38. COMPLEX GEOTECHNICAL/MAJOR FOUNDATION:	X	47. ASBESTOS ABATEMENT SURVEY:	
39. SUBSURFACE EXPLORATIONS:	X	48. CONSTRUCTION INSPECTION:	X
40. STRUCTURE GEOTECHNICAL REPORTS:	X	49. QA COMPLETE:	
41. ELECTRICAL ENGINEERING:	X	50. QA HMA & AGGREGATE:	
42. MECHANICAL ENGINEERING:	X	51. QA PCC & AGGREGATE:	
43. SANITARY ENGINEERING:	X	52. BITUMINOUS MIX DESIGNS	
		53. SUBSURFACE UTILITY ENGINEERING.	

X PREQUALIFIED
A YOU INDICATED "IN-HOUSE" CAPABILITY IN THESE AREA OF THE "SEFC" BUT WE FOUND NO DETAILED INFORMATION AS REQUESTED ON WHICH TO BASE OUR EVALUATION.
P PENDING FUTHER REVIEW
S PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST
L LOSS OF PREQUALIFICATION

<u>ATTACHMENT T</u> –

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

STATE OF ILLINOIS
DIVISION OF AERONAUTICS
ENGINEERING

Prepared 02-06-12 - RAW
Revised 02-29-2012-KNL

AIRPORT:	Pekin
DESIGN:	11A0163
IL PROJECT:	C15-4084
AIP PROJECT:	3-17-0078-B13
CALENDAR DAYS:	30
LETTING DATE:	TBD

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

This project consists of the replacement of two fuel dispensing units (one - Jet A, one - AVGAS); the removal and replacement of the pad the dispensers are located on; the installation of a card reader; installation of electrical code compliance improvements, grounding, power and control wire cabling; and the installation of bollards.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	COST	DBE
	JET FUEL DISPENSING UNIT	1	LS	42,500.00	42,500.00	-
	AVGAS DISPENSING UNIT	1	LS	38,000.00	38,000.00	-
	FUEL MANAGEMENT SYSTEM	1	LS	23,500.00	23,500.00	
	REMOVE PCC PAVEMENT	20	SY	75.00	1,500.00	1,125.00
	PCC PAVEMENT	27	SY	75.00	2,025.00	1,518.75
	BOLLARD	16	EA	300.00	4,800.00	3,600.00
	ELECTRICAL HANDHOLE	1	EA	2,500.00	2,500.00	-
	INSTALL ELECTRICAL EQUIPMENT & MATERIALS	1	LS	35,000.00	35,000.00	-
	GROUNDING AT DISPENSER SITE	1	LS	4,300.00	4,300.00	
	POLE LIGHT	1	EACH	3,700.00	3,700.00	
					-	-
						-
						-
						-
				Construction Total	157,825.00	6,243.75
				DBE %		3.96%
				Project Total	187,998.93	

Estimate of Preliminary Fees:	$0.00
Estimate of Design Fees:	$15,000.00
Estimate of Const. Observation Fees:	$6,670.00
Estimate of Special Services:	$2,000.00
Estimate of Contingency: (3%)	$4,734.75
Estimate of Admin	$1,769.18
Federally Eligible Cost	$186,229.75

	Proposed	Programmed
Entitlement	$169,199.04	$148,500.00
Local	$18,799.89	$16,500.00
Total	$187,998.93	$165,000.00

Note Programmed amount was based on available entitlements.