City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF JUNE 13, 2005
5:30 P.M.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF MINUTES
Regular Council Meeting of May 23 2005

V. PUBLIC INPUT ON AGENDA ITEMS

VI. CONSENT AGENDA

1. Receive and File Monthly Reports: Police (and Click It or Ticket), Tazewell County Animal Control, LADD, Building Report, Project Status, Airport, and TPCCC Statistical
2. Receive and File Insight Communications Correspondence Regarding Program Change
3. Receive and File Pekin Public Library Annual Report
4. Resolution No. 111-05/06 - Mayor's Appointment of Vicki Koch, Leslie Leitner and Carrie Allen to the Library Board for a Term Until June 3, 2008
5. Resolution No. 112-05/06 – Prevailing Wage
6. Receive and File Bids Annual Street Maintenance 2005
7. Extrication Agreement for Advances Medical Transport

VII. COMMUNICATIONS, PETITIONS, REPORTS

1. Safety Award - Lisa Neff (GR)
2. PPUATS Funding for Purchase of Two Buses (GR)
3. Public Hearing - Sale of Property in RWBP to Marshview Properties LLC (Amerhart) (LH)

VIII. NEW BUSINESS

1. Ordinance No. 2434 – Providing for the Sale of Municipally Owned Real Estate (Amerhart) (DK)

2. Resolution No. 110-05/06 – Agreement and Authorization to Execute Downstate Transportation Assistance Grant (GR)

3. Pekin Visitors Bureau Grant Application McNaughton Park Trail Runs $4,362.00 (EL)

4. IDOT Agreement for Maintenance of Municipal Streets (DP)

5. Award Annual Street Maintenance Contract (DP)

6. Vehicle Maintenance Agreement with Tazewell County (DP)

7. Vehicle Maintenance Agreement with Head Start (DP)

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Questions

Press Time

X. EXECUTIVE SESSION

XI. ADJOURNMENT

City of Pekin
Police Department

PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR MAY 2005

Traffic Tickets	676
Warning Tickets	541
Offenses	478
Arrests	197
Parking tickets	507

Break down of Parking Tickets

Abandoned Vehicle	8
Fire Lane	2
No Parking Light	140
Handicapped	5
Improper Parking	46
Restricted Parking	272
No Parking Zone	20
Fire Hydrant	1
Abandoned traffic haz	0
Bus Zone	0
Meter violation	13
TOTAL	507

Sonia R. Hess • Parking Enforcement Division • 111 S. Capitol • Pekin, IL 61554

Attachment D

Post-Mobilization Reporting Form
Rural Initiative/ Click It or Ticket Campaigns
May 23-June 5, 2005

Reporting Agency: Pekin Police Department **Project #:** OP5-4585-230

Safety Belt Enforcement Activity for this Campaign:

Total project officer-hours worked by this agency during the campaign **specifically on Safety Belt Enforcement:** 132

Number of enforcement details (zones) conducted: 14

Briefly describe specific Safety Belt enforcement activities worked during the campaign:

Officer conducted 14 seat belt enforcement zones.

Total number of specific enforcement actions taken this reporting period (if the total number for any category is unknown, please mark "UNK"):

DUI Arrests	Safety Belt Citations	Child Safety Citations	Felony Arrests	Stolen Vehicles Recovered	Fugitives Apprehended
0	197	1	0	0	0

Suspended Revoked Licenses	Uninsured Motorists	Speeding	Reckless Driving	Drug Arrests	Other (specify)
2	10	2	0	1	2*

* Disobed stop sign/traffic control device.

Name of person submitting this report: Sgt. Rob McAtee

Phone: (309) 478 - 5342 E-mail: rmcatee2@ci.pekin.il.us

Speeding	23
Other Moving Violations	58
DUI	
Other Alcohol Related	
Safety Belt	217
Child Restraint	4
Drugs	
Weapons	
Stolen Vehicles	
Suspended/Revoked	3
Total Citations Issued	**305**
Warrants	3
Vehicles Stopped	253
Total Patrol Hours	**140**
Total Patrol Miles	**965**

Final IMaGE Statistics

Updated: 6/7/05

Animal Counts Brought in by Individuals between May 1, 2005 and May 31, 2005

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individua	City	1314 SOUTH 10TH ST	5/31/2005	Cat	DMH			50806
	Owner R	City	2009 MARKET	5/27/2005	Cat	DSH			50792
	Individua	County	3664 ALLENTOWN	5/24/2005	Cat	DSH			50772
	Individua	County	2450 CALIFORNIA RD.	5/20/2005	Cat	DLH	REL	7	50747
	Owner R	City	1432 N. 8TH APT 24	5/20/2005	Cat	DSH	A	5	50744
	Individua	City	1205 FLORENCE AVE UNIT 15	5/18/2005	Dog	HOUND	E	7	50733
	Individua	City	2989 ALLENTOWN	5/16/2005	Dog	SHEP X			50705
	Individua	City	3217 APT A ANN ELIZA	5/10/2005	Cat	DSH	E	8	50687
	Individua	City	1204 CHARLOTTE	5/2/2005	Cat	DSH	A	10	50657

Total Dogs picked up in Pekin: 2

Total Cats picked up in Pekin: 7

Total Others picked up in Pekin: 0

Animal Counts Brought in by Wardens between May 1, 2005 and May 31, 2005

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	1705 MEMORIAL	5/31/2005	Dog	DALMATION			50804
	Vogel	City	1708 HEISEL	5/31/2005	Cat	DSH			50803
	Vogel	City	1614 HIGHLAND	5/31/2005	Cat	DSH	R	0	50801
	Vogel	City	1615 SHERIDAN	5/18/2005	Dog	SHIH TZU	A	6	50732
	Vogel	City	1615 SHERIDAN	5/18/2005	Dog	SHIH TZU	REL	1	50731
	Vogel	City	2301 CHERRY LN	5/18/2005	Dog	SHEP	E	2	50729
	Hoyland	City	PEKIN P,D,	5/15/2005	Dog	YORKIE X	D	0	50704
	Hoyland	City	1807 ELCAMINO DR	5/15/2005	Dog	RET X	R	1	50703
	Vogel	City	2301 CHERRY LN.	5/18/2005	Dog	SHEP	E	2	50728
	Vogel	City	1615 SHERIDAN	5/17/2005	Dog	BEAGLE	E	3	50717
	Hoyland	City	13577 2ND MIDWAY	5/10/2005	Dog	SHEP X	R	1	50691
	Vogel	City	1921 AMERCIAN	5/10/2005	Cat	DSH	E	1	50688
	Vogel	City	1400 BLOCK MONROE	5/3/2005	Dog	PIT	R	2	50671
	Vogel	City	1400 BLOCK MONROE	5/3/2005	Dog	PIT	R	2	50670
	Mooney	City	1516 MECHANIC	5/6/2005	Dog	HEELER X	R	5	50679
	Vogel	City	1326 S. 6TH	5/2/2005	Cat	DSH	E	2	50656
	Vogel	City	246 COOPER	5/2/2005	Dog	PIT X	R	2	50655
	Mooney	City	1825 HIGHWOOD	5/31/2005	Other	RACCOON	REL	0	50809
	Hoyland	City	13577 2ND MIDWAY	5/10/2005	Dog	SHEP X	R	1	50690
	Mooney	City	1409 S. 13TH	5/28/2005	Other	BLUE JAY	D	0	50795
	Vogel	City	905 SHERIDAN	5/16/2005	Dog	PIT X	R	0	50706

Total Dogs picked up in Pekin: 15

Total Cats picked up in Pekin: 4

Total Others picked up in Pekin: 2

LADD Meeting
May 19, 2005 Minutes

Members present: Orr, Wehr & Wuellner. Also present: Peter Berrini, Ron Matthews, & Mark Matthews

Bob called the meeting to order at 3:30 pm. The minutes from the April 14th meeting were read and approved as corrected.

Financial Report: Ken went over the bank statements on the various accounts through May 19, 2005. He is still getting everything together for the audit. Ken stated that with the recent assessment payments he will pay Midwest the remaining $15,958.90. Still has not received reimbursement from the 319 Grant. Received a letter from Paul Cross stating that the information we requested was easily available from the city and that we should get it. Ken will respond stating that if he wants the credit he will provide the information.

Dredging – Peter stated that Southwind has resumed work in Gingoteague Bay. Early indications are that the flocculent is working but that a bigger pump is needed. It will be delivered tomorrow and installed. As soon as there is enough water in the retention pond the boom will be installed. Peter has inspected the seeding and regarding work done by Dave Milam at the retention site and stated that it appears to be growing.
The revised schedule is as follows:

1. Dredging Gingoteague Bay ---------------- May 16 thru June 12, 2005
2. Leveling & restoring 14th St access lot ---- June, 2005
3. Seeding retention area ----------------------- Complete
4. Breaching of dikes --------------------------- July, 2005
5. Readying land for sale ----------------------- Jan., 2007

A concern over the level of the water in the lake was brought up by Mark Matthews and he requested that the well be activated. It was discussed that the present level is 7 inches below normal pool and that the dredging is expected to lower it an additional 9 inches. Peter checked with Southwind and was told that they did not anticipate this causing them any problems with the dredging operation. It was decided that it was not necessary to start the well to support the dredging.

Sale of the well to LAHA is awaiting an easement agreement with Rick Evans.

Ditch from St. Clair Dr. – Dave Milam has done the seeding and Peter stated that it appears to be growing. A letter was received from Mr. Hayes saying that the grass was not right. Bob will respond to him to let him know that the reseeding has been done and that we will continue to monitor its progress and make repairs as needed. Peter stated that issues with the owners on the cul de sac have also been resolved.

Stilling Basin – The area has been graded and seeded.

Shoreline Stabilization – We are waiting to see about applying for another 319 Grant.

Watershed Plan – Peter stated that he expected a draft very soon for his review.

The tentative projected schedule for completing the rest of the work is as follows.

1. Seed all the way up the ditch & remove fallen tree -------------------------- Complete
2. Watershed Plan & required reports --- June 1, 2005
3. Shoreline stabilization decisions on how to proceed ---------------------- June, 2005

Other Business:

1. Resident noticed a large number of dead carp near the shore. It was recommended that he contact the fish and wildlife office to see what the cause might have been.
2. Mark stated that he had not been reimbursed for the damage to his jet ski from helping with the diesel spill. He stated that the Southwind supervisor assured him that they would take care of it but to date has not received anything from them. Asked that the amount of the bill be held back from the final payment to Southwind.
3. Ron, Mark, and Ken will remove the log from the property of Rick James after the meeting.

Next meeting— June 30, 2005 -- 3:30pm.

MONTH	DWELLINGS		GARAGES		MULTI-FAMILY		COMMERCIAL		COMMERCIAL REMODELING		RESIDENTIAL REMODELING		MISC.		RESIDENTIAL DEMOLITIONS		COMMERCIAL DEMOLITIONS		BUILDING DOLLARS	BLDG PERMITS
JANUARY	2.00	$419,750	2.00	$21,520	2.00	$265,000	3.00	$835,000	4.00	$554,000	6.00	$109,000	1.00	$12,000	0.00	0.00 #	0.00	0.00	$2,216,270	20.00
FEBRUARY	5.00	$908,850	1.00	$2,880	2.00	$270,000	5.00	$573,000	0.00	$0	8.00	$77,032	10.00	$93,910	1.00	0.00	2.00	9,730.00	$1,935,402	34.00
MARCH	11.00	$2,168,250	4.00	$36,980	0.00	$0	4.00	$1,546,000	4.00	$15,000	9.00	$72,408 #	25.00	$84,604	0.00	0.00	0.00	0.00	$3,923,242	57.00
APRIL	4.00	$851,250	8.00	$81,000	2.00	$255,000	1.00	$40,000	0.00	$0	14.00	$133,709	37.00	$69,342	3.00	3,400.00	0.00	0.00	$1,433,701	69.00
MAY	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	0.00
JUNE	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	
TOTAL 6 MO.	22.00	$4,348,100	15.00	$142,380	6.00	$790,000	13.00	$2,994,000	8.00	$569,000	37.00	$392,149	73.00	$259,856	4.00	3,400.00	2.00	9,730.00	$9,508,615	
JULY	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	0.00
AUGUST	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	0.00
SEPTEMBER	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	0.00	0.00
OCTOBER	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	0.00
NOVEMBER	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	0.00	0.00
DECEMBER	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	0.00
TOTAL 6 MO.	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	$0	0.00	0.00	0.00	0.00	$0	0.00
YEAR	22	$4,348,100	15.00	$142,380	6.00	$790,000	13.00	$2,994,000	8.00	$569,000	37.00	$392,149	73.00	[illegible]	4.00	3,400.00	2.00	[illegible]	[illegible]	180.00

PROJECT	STATUS	DESCRIPTION	CONTACT
Veterans Drive:			
Rt 29 to Commercial Dr.	Prelim Design	Awaiting funding. Continuing talks w/FBOP on ROW	Denny
Broadway to I474	Prelim Design	Awaiting funding. Public hearing held, assessing comments.	Denny
I474 Interchange	Prelim Design	Continuing justification reports.	Denny
IDOT Funded Projects:			
Broadway-Parkway Intersection	Design	Secured additional funding. Resuming design. FY2009	Denny
Schramm to Veterans Drive	Prelim Design	County leading this project. FY2008	Denny
14th - Park Ave Intersection	Design	Installing signals and reworking intersection. Bid January 2006	Joe
Forest Dr. - Court St.	Awaiting Funds	Design study complete.	Denny
Riverfront:			
Grain Elevator Demolition	Complete	Contractor complete. Filling area will continue thru summer.	Joe
Riverfront Park	Construction	Construction ongoing.	Andy
West Boat Ramp	Prelim Design	Grant received for area improvements.	Denny
Pekin Lake	Planning	US Army Corps study ongoing.	Joe
Lake Arlann	Dredging	Dredging resumed May 17th. Est completion date June 29th.	Joe
Street Maintenance:			
Seal Coat	Bidding	Bids received June 6th.	Dave
Brick Streets	Ongoing		Dave
Commercial Projects:			Ron
Continental Carbonics	Construction	Expanding existing facility	
Helig-Meyers Bldg	Complete	Completed remodeling half for Goodwill Industries.	
East Court Village I:	Design	Former Pekin Mall property.	
Claire's Boutique	Hold	This project is currently on hold.	
Outlot E	Planning	Possible 7 unit facility. Review proposals as received.	
American General Finance	Construction	Finishing out unit.	
East Court Village II:	Design	Former SHOPKO Building. Review proposals as received.	
Steak N Shake	Hold	This project is currently on hold.	
Car Lot, 1800 Court	Complete	Work has been completed on this project.	
WalMart:			
Outlot 2	Design	Potential client negotiating for this lot.	
Outlot 4:	Design	Nothing new has been proposed for this facilty at this time.	
Radio Shack	Complete	Business open	

Retail Building	Construction	New facility being built on Lakeshore Dr.	
Trouble Free Plumbing/HVAC	Construction	Building new facility at site of former Bloompot Florist. Proposed 3 units	
Concord Inn	Construction	Remodeling the bar area	Ron
Kelly Ave. Grill	Construction	Adding new banquet room	Ron
West Campus	Prelim Design	Working on proposed Gateway Center. Securing bldg against further vandalism.	Denny
Parkway Storm Sewers	Study	Completed study of area and received budget estimates. Working into budget	Joe
Pekin Boat Club Dredging	Bidding	Private dredging of channels around the club.	Ron
Tazwood Mental Health Center	Construction	Building new facility on Vandever.	Ron
Diagnostic Medical Center	Design	New medical diagnostic facility on Broadway at Hickory Hills	Ron
Pekin Hospital	Construction	Upgrading 8th floor pediatrics center.	Ron
District 108- all schools	Construction	District doing their annual life safety upgrades. No permits or inspections.	Ron
McKenzie Building	Design	Remodeling former cell areas for offices	Ron
Pekin Library	Construction	Installing new bathrooms	Ron
Tazewell Machine	Construction	New addition	Ron
Hanna Steel	Construction	New paint building	Ron
Dragon's Dome	Design	Concession stand for outdoor ballfields	Ron
Subdivisions:			
Deerfield Sections 1, 2, & 3	Construction	Continuing to build homes	Ron
Deerfield Section 4	Planning	Coming before Planning for zoning classification. To be annexed soon	Ron
Marigold 9A	Construction	Continuing to build homes	Ron
Marigold 10 & 11	Construction	Completed underground utilities	Ron
Lutticken's Cove	Construction	Continuing to build homes. Nothing more on the next section	Ron
Lake Whitehurst	Construction	Continuing to build homes	Ron
Sunset Hills 30, 31, & 32	Construction	Continuing to build homes	Ron
Lake Kennedy	Construction	Continuing to build homes	Ron
Edgewater Apartments	Complete	Final inspection done on 10 unit complex. Residents moving in	Ron
Lakeshore Condos	Construction	New 11 unit condo project	Ron
Sunset Lake Estates	Planning	Plans at IDNR for review and approval	Ron
Hickory Hills 1 thru 4	Construction	Continuing to build homes	Ron
Hickory Hills 5	Planning	Plans expected shortly for next addition	Ron
Sierra Drive	Planning	4 lots along golf course between Alhambra & Highwood	Ron

City of Pekin
Airport Commission Meeting Minutes
April 13, 2005

Commissioners: Present – Peter Kalman, Charles Thomas, Robert Ehrich, Lillard Hedden & Merrill Parsons
Attendees: Joe Wuellner, Bruce Byerly, Murray Brian & Al Lurie

Chairman Kalman opened the meeting at 3:00pm.

Correspondence Received:

1. IPAA letter requesting support for a bond program to be used for aviation.
2. Notice of public hearing for proposed code changes for Tazewell County.
3. Copy of insurance policy for Curless Flying Services.

Old Business:

1. Mr. Wuellner stated that he will look at the water problem in the Miller hangar after the meeting.
2. The issue of restroom and potable water requirement was discussed. Mr. Byerly had a copy of the Department of Aviation which stated that this requirement could be addressed through a call out number. Mr. Wuellner will respond stating that is what will be implemented.
3. Budget was reviewed and explained the individual items. It was requested that a spreadsheet be created to identify what is covered in each line item. Mr. Wuellner will provide that.
4. Bids for the taxiway job are due in next week. It is expected that the earliest work would start is August.

New Business:

1. Mr. Wuellner stated that the notice from the county did not impact the airport.
2. Discussed the insurance policy provided from Curless and it was noted that there was no liability coverage. Mr. Wuellner will send a letter to them requesting this coverage.

No other business to discuss and meeting adjourned at 3:45PM.

Next meeting will be July 13, 2005 at 3pm.

Tazewell / Pekin Consolidated Communications Center
1130 Koch St. Pekin, IL 61554 • Office (309) 478-5410 Fax (309) 477-2302

TPCCC MONTHY STATISTICAL REPORT

Month May 2005

Number of phone calls received 24,361

Number of 9-1-1 Calls 2111 *

Number of calls dispatched (all agencies) 4988

***= Included in total # 0f calls received**

Additional Comments:

Participated in the Minier Tornado Disaster Drill on May 21

Provided additional services for the various traffic enforcement grants

All supervisors toured the the state wide MABAS Red Center in Northbrook

Steven F. Thompson, ENP
Director

INSIGHT COMMUNICATIONS

received 5/31/05 - DK

Receive & File 6/13/05 Agenda

May 24, 2005

City Manager Dennis Kief
111 S. Capitol Street
Pekin, IL 61554

Dear City Manager Kief,

In our continuing effort to keep you informed, I am writing today to let you know that over the next 45 days Insight will be making 2 programming changes to our Digital lineup. Customers will be notified via a message on their monthly bill.

- On June 14, **Fox Reality Channel** will be added to our digital Sports & Lifestyles pak on channel 451.
- On June 30, 2005, **VH1 Mega Hits** will cease broadcasting and will no longer be part of the Sports & Lifestyles Pak. However customers will still have access to the other great VH1 Classic, VH1 Country and VH1 Soul. VH1 is part of Viacom Networks. Customers may contact VH1 Viewers Hotline at 212-258-7819 or @ www.vh1.com .

As always, we at Insight appreciate the opportunity to serve our customers in the Pekin area. We remain committed to providing not only leading-edge technology and superior customer service, but also to making contributions to education and our community at large. Please do not hesitate to contact me at 309-686-2612 if should you have any further questions regarding these changes.

Sincerely,

John Niebur
District Vice President

3517 North Dries Lane
Peoria, IL 61604
309 • 686 • 2600 MAIN
309 • 688 • 9828 FAX

PEKIN PUBLIC LIBRARY

Jeff Brooks, Director

May 23, 2005

The Honorable Lynn Howard
Mayor of the City of Pekin
Pekin City Hall
Pekin, IL 61554

Dear Mayor Howard:

Pursuant to the Local Library Act, the Board of Trustees of the Pekin Public Library must file an annual report in writing to the City Council on the condition of our trust. We therefore respectfully submit the report for FY 2004-2005, which has also been filed with the Illinois State Library.

We would also urge you to review the Library's overall statistics. As a community resource, we have very impressive figures with 16,292 library cards issued, over 211,103 annual patron visits and over 320,586 items loaned. If there are any questions or you need clarification of any items, please don't hesitate to contact me or Jeff Brooks, Director.

Sincerely,

James R Ash

James Ash, President
Board of Trustees of Pekin Public Library

cc Mr. Jones
Mr. Maddox
Mr. Blanchard
Mr. Dagit
Mr. Keif
Ms. McMillan
Mr. Reis

301 SOUTH FOURTH STREET, PEKIN, ILLINOIS 61554-4284 (309) 347-7111 FAX: 1 309 347-6587

NOTE: Final responses have not yet been submitted.

IDENTIFICATION

1. Location	Pekin *(Name of the municipality (town, city, etc.) in which the central library is located.)*
2. Head Librarian/Director	Jeff Brooks
Title	Director
3. Legal name of library	Pekin Public Library
4. Library telephone number	309-347-7111 xxx-xxx-xxxx
5. Library fax number	309-347-6587 xxx-xxx-xxxx
6. Name of person preparing survey	Jeff Brooks
7. Library Director's e-mail	jbrooks@pekin.net
WWW home page	www.pekin.net/library
8a. Address:	
Number and Street	301 S. Fourth St.
City, Zip+4	Pekin 61554 - 4284
8b. Mailing Address, if different:	
Number and Street	
City, Zip+4	-
9a. Library system:	[Alliance (ALS)]
9b. County:	Tazewell
10. Type of library:	[City]

11. Population residing in tax base *(Use the latest **official federal census** figure)* 33,857

(If the current population is different from the previous year's population, please send the Illinois State Library verification of that change.)

12. Does your library contract with another library to **RECEIVE ALL** your library services? _ Yes X No

IF YES, list the name(s) of the library(s) with whom you contract:

1.
2.

13. Is your library a combined public and school library? _ Yes X No

SERVICE HOURS

14a. Report the time the central library opened and the number of hours open to the public per day in a typical week last October (i.e., a week when the library was open its regularly scheduled hours, with no holidays):

	Opening Time	Hrs Open Per Day
Monday	9:00 am	12.0
Tuesday	9:00 am	12.0

Wednesday	9:00 am	12.0
Thursday	9:00 am	12.0
Friday	9:00 am	9.0
Saturday	9:00 am	8.0
Sunday		0.0

14b. Number of DAYS per week the central library was open past 6 pm 4

14c. Number of HOURS per week the central library was open past 6 pm 12.00

15. Total scheduled public service hours in a typical week last October for all service outlets (i.e., central library, branches, and bookmobiles) 65.0

SERVICE OUTLETS AND ATTENDANCE

16a. Total annual attendance in library 211,103

(Report the total number of persons entering the library, including persons attending activities or requiring no staff services. Use an actual annual count, if available; or use an annual estimate calculated from a count taken during a typical week.)

16b. Did your library **just begin** to use an automated counter to collect the above attendance figure? _ Yes X No

17. Total number of bookmobiles 0

(A bookmobile is at least all of the following: a truck or van that carries an organized collection of library materials; paid staff; and regularly scheduled hours open to the public.)

18a. Total number of branch libraries 0

(A branch library is an auxiliary unit with at least all of the following: separate quarters; organized collection of library materials; paid staff; and regularly scheduled hours open to the public.)

18b. List branch libraries:

Name Telephone xxx-xxx-xxxx

Street Address
City Zip Code Plus Four

REGISTERED BORROWERS

19a. Total number of **resident** borrower's cards in force as of the last day of the fiscal year 16,292

*(**Include** borrowers who reside within your service area. **Exclude** reciprocal borrowers.)*

19b. How often are resident borrower's card records purged from your database? (select **one**)

_ As Needed
_ Never
X Periodically
Length of Period: YEARLY

20. Total number of non-resident borrower's cards purchased during the past fiscal year 121

21. Total amount of fees collected for non-resident borrower's cards in the past fiscal year $ 6,900

CHILDREN

22. Children's Program Attendance 12,288

(Report the annual attendance of both adults and children at programs which have a portion or all of their target market intended for children age 14 and younger.)

23. Children's Holdings 37,791

(Report the number of cataloged ITEMS (NOT number of titles) intended for patrons age 14 and younger. ***Include*** *children's paperbacks and children's cassettes, even if uncataloged.* ***Exclude*** *children's periodicals, whether cataloged or uncataloged.)*

24. Children's Materials Expenditures $ 18,485

(Report expenditures for materials in all formats which were purchased for use by patrons age 14 and younger.)

REFERENCE QUESTIONS

25. Number of reference questions asked at . . .

(A reference question requires the use of information sources such as print or non-print materials, index tools, the library catalog, on-line databases, or people outside the library. The request may come in person, by phone, fax, mail, or e-mail. If your library has a separate young adult (YA) department, include those reference transactions in the appropriate column.) (Answer line 25a if you have data for the year; if not, use lines 25b and 25c.)

If you have annual figures, fill out A (do not fill out B or C):

	Adult Dept.	Young Adult Dept.	Children's Dept.	Total
a. For the year				

If you do NOT have annual figures, fill out B and C:

	Adult Dept.	Young Adult Dept.	Children's Dept.	Total
b. For any one week in October	485		95	580
c. For any one week in April	428		88	516

RESOURCES OWNED

	Held at End of Last FY	Withdrawn During FY	Added During FY	Held at End of This FY
26. Books	129,314	3,863	6,867	132,318

(Books are non-periodical printed publications bound in hard or soft covers, or in loose-leaf format. Report the number of different physical volumes owned (not leased) by your library. ***Include*** *government documents arranged by Su Docs classification.* ***Exclude*** *periodicals, books on tape, and microforms.)*

27. Serials: Newspapers	94	0	1	95

(Report the number of titles multiplied by the number of years retained minus the current year. Count any title when the library has at least half of the issues published in a calendar year. ***Include*** *all formats (i.e. on paper, microform, CD-ROM) of newspapers.)*

28. Serials: Periodicals	1,170	589	1	582

*(Report the number of titles multiplied by the number of years retained minus the current year. Count any title when the library has at least half of the issues published in a calendar year. **Include** all formats (i.e. on paper, microform, CD-ROM) of periodicals (magazines).)*

29. Number of **e-books** your library provides access to 0

*(Report the number of physical or electronic units. E-books packaged together and checked out as a unit are counted as one unit. **Include** e-books held locally and remote e-books for which permanent or temporary access rights have been acquired.)*

30. Audio recordings	3,543	155	457	3,845

*(Report the number of physical copies of materials on which only sound is stored and can be reproduced mechanically or electronically. **Include** all formats, i.e. CD-ROMs, talking books, phonorecords, tapes, cassettes, etc.)*

31. Videos/Films	4,647	164	403	4,886

*(Report the number of physical copies of materials which contain video, with or without sound. **Include** all formats, i.e. videotapes, CD-ROMs, videocassettes, laser discs, motion picture films, filmstrips, and slides.)*

32. Number of databases your library provides access to 5

*(Report the number of database licenses (subscription or one-time purchases), including locally mounted or remote-full-text or not, for which temporary or permanent access rights have been aquired. **Include** such services as EBSCO Host and OCLC FirstSearch. **Exclude other electronic serial databases (e.g., Project MUSE, OCLS ECO Project)**.)*

33. Number of print and microfilm **subscriptions** (magazines and newspapers only) currently received 185

*(Report the number of titles, including duplicates, not individual issues. **Include** periodicals received in print or on microfilm, received by gift subscriptions, or as government documents. **Exclude electronic or digital subscriptions**.)*

34. Number of current **electronic serial subscriptions** your library provides access to 0

*(Report the number of electronic and digital serial subscriptions (e-serials, e-journals). Examples include periodicals, newspapgers, annuals, some government documents, some reference tools, and numbered monographic series districuted in the following ways: a)via the Internet, b) on CD-ROM or other portable digital carrier, c)on databases, and d)on diskettes or magnetic tapes. **Exclude subscriptions to indexing and abstracting databases that include full-text serial content (e.g., EBSCO Host).***

35. Does your library have microforms? X Yes _ No

*(Microforms are materials which have been photographically reduced in size for storage, protection and inexpensive publication purposes, and which must be read with the help of enlarging instruments. Examples of microforms are: roll microfilm, microcard, microfiche, and ultrafiche. **Include** government documents.)*

Computer-Readable Materials

Of the above reported resources owned (Q. 26 to 34), report the number of computer-readable materials below.

36. CD-ROM	1,102	33	66	1,135

(Report the number of physical copies of CD-ROMs which produce sound only (e.g. music CD-ROM, books on CD-ROM) or video, with or without sound (e.g. encyclopedia, databases, reference

*tools, serials on CD-ROM). **Exclude** bibliographic records used to manage the collection, library system software, and microcomputer software used only by the library staff.)*

37. Other computer readable materials	0	0	0	0

*(Report the number of physical copies of magnetic tapes and magnetic discs (diskettes), that are designed to be processed by a computer. Examples are US Census data tapes, locally-mounted databases, reference tools, or serials on magnetic tape or magnetic discs (diskettes). These are only those items that must have a computer to work, **excluding** CD-ROMs and bibliographic records used to manage the collection (i.e. the catalog), library system software (including the LAN), and microcomputer software (such as word processing) used only by the library staff.)*

USE OF RESOURCES (Report for your entire fiscal year)

38. Number of adult materials loaned 233,944

*(Report all adult and young adult materials borrowed by patrons from your library (and any branches, bookmobiles or other agencies). **Include** interlibrary loans received from other libraries, bulk loan materials, reciprocal borrowing transactions, and all print and non-print media such as films, records and art prints.)*

39. Number of children's materials loaned 86,642

*(Report all children's materials (intended for patrons age 14 and younger) borrowed by patrons from your library (and any branches, bookmobiles or other agencies). **Include** interlibrary loans received from other libraries, bulk loan materials, reciprocal borrowing transactions, and all print and non-print media such as films, records and art prints.)*

40. Total number of materials loaned (sum of lines 38 and 39) 320,586

41. Does your library participate in reciprocal borrowing? X Yes _ No

(Reciprocal borrowing is the loaning of materials directly to card holders from other libraries.)

IF YES, report the number of materials loaned 36,637

42. Number of interlibrary loans lent to other libraries 2,582

*(These are library materials, or copies of the materials, **lent** by your library to another upon request during the fiscal year. The libraries involved in interlibrary loans are not under the same library administration.)*

43. Number of interlibrary loans borrowed from other libraries 1,804

*(These are library materials, or copies of the materials, **borrowed** by your library from another upon request during the fiscal year. The libraries involved in interlibrary loans are not under the same library administration.*

44. Loan Periods (days):

(Report the number of days items in your general collection are loaned to regular patrons, any portion of a day counts as one day. If a collection is non-circulating, report 0 (zero).)

	Adult	Children
a. Fiction Book	21 days	21 days
b. Nonfiction Book	21 days	21 days
c. Newspaper	21 days	21 days
d. Magazine	21 days	21 days
e. Fiction video	7 days	7 days

f. Nonfiction video	7 days	7 days
g. Fiction audio	21 days	21 days
h. Nonfiction audio (includes music audios)	21 days	21 days
i. Software	21 days	21 days
j. Other (please specify) rental_book	14 days	14 days
k. Other (please specify) selected_nonfic	7 days	7 days
l. Other (please specify) reference	0 days	0 days

LIBRARY RECEIPTS BY SOURCE

***Exclude** funds spent by others 'on behalf of' the library, the balance from the previous year, and income from tax anticipation warrants.*

Round to Nearest Whole Dollar

45. Local Government

Exclude income from tax anticipation warrants.

a. Local government (except capital income bond sales) $ 751,358

b. Capital income from bond sales $ 0

46. State government

***Exclude** federal funds distributed by the state*

a. Per capita grants $ 0

b. Equalization aid $ 0

c. Corporate replacement tax $ 74,687

d. Educate and automate grants $ 0

e. Other *(please specify)*: ADA; IL Clean Energy; NEH; IAC; Rotary $ 64,344

47. Federal government

***Include** federal money received through the state (e.g., LSCA grants paid directly to your library)*

a. LSTA funds received $ 0

b. Other federal funds received $ 0

48. Bill and Melinda Gates Foundation grant monies received $ 0

49. All other receipts $ 82,750

***Include** all monetary receipts not reported above, e.g., endowment income, gifts and donations, fines, payments for contract services, interest income, and receipts from a library system or from a loan or mortgage.*

50. TOTAL receipts *(sum of lines 45 to 49)* $ 973,139

LIBRARY EXPENDITURES BY CATEGORY (Regardless of the source of funds)

***Include** expenditures paid by other taxing agencies 'on behalf of' your library if the information is available to your library and the expenditures are supported by documents (such as invoices, contracts, payroll records, etc.), not estimated, at the point of disbursement.*

Round to Nearest Whole Dollar

51. Salaries and wages for all library staff $ 436,141

Include salaries and wages before deductions for all library staff including building maintenance. Exclude fringe benefits.

52. Fringe benefits paid by the library for all library staff $ 129,928

Include fringe benefits (such as insurance, IMRF, social security, etc.) for all library staff including building maintenance.

53. Printed materials $ 91,876

Include all operating expenditures for the following print materials: books, serial backfiles, current serial subscriptions, government documents, and any other print acquisitions.

54. Electronic materials $ 7,729

Include all operating expenditures for electronic (digital) materials (e.g., e-books, e-serials, government documents, databases, electronic files, reference tools, scores, maps, or pictures in electronic or digital format, including materials digitized by the library.) Items may be distributed by CD-ROM, magnetic tapes, diskettes, computer software, or other portable digital carrier, and can be accessed via a computer, via access to the Internet, or by using an e-book reader. Include equipment expenditures that are inseparably bundled into the price of the information service product. Include expenditures for materials held locally and for remote electronic materials for which permanent or temporary access right have been acquired. Include expenditures for database licenses.

55. Other materials $ 16,140

Report all operating expenditures for other materials, such as microform, audio, video, DVD (audio-visual - not media storage), and materials in new forms.

56. All other operating expenditures not entered above $ 210,096

Include expenditures for library and general office supplies, processing costs, commercial binding and rebinding, equipment, rent, utilities, repairs, etc. Report purchase of fixed assets on line 59.

57. TOTAL expenditures (sum of lines 51 to 56) $ 891,910

Lines 50 and 57 need not agree.

CAPITAL

Round to Nearest Whole Dollar

58. Capital revenue received $ 80,838

Report all revenue to be used for major capital expenditures. Examples include funds received for a) site acquisitions; b) new buildings; c) additions to or renovation of library buildings; d) furnishings, equipment, and initial book stock for new buildings, building additions, or building renovations; e) library automation systems; f) new vehicles; and g) other one-time major projects. Include federal, state, local, and other revenue to be used for major capital expenditures. **Exclude** revenue to be used for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. **Exclude** contributions to endowments, income passed through to another agency (e.g., fines), or funds unspent in the previous fiscal year (e.g., carryover). Funds transferred from one public library to another public library should be reported by only one of the public libraries.

59. Capital expenditures $ 89,568

Report major capital expenditures (the acquisition of or additions to fixed assets). Examples include expenditures for a) site acquisitions; b) new buildings; c) additions to or renovation of library buildings; d) furnishings, equipment, and initial book stock for new buildings, building additions, or building renovations; e) library automation systems; f) new vehicles; and g) other one-time major projects. Include federal, state, local, or other revenue used for major capital expenditures. Only funds that are supported by expenditure documents at the point of disbursement should be included. Estimated costs are not included. **Exclude** expenditures for replacement and repair of existing furnishings and equipment, regular purchase of library materials, and investments for capital appreciation. **Exclude** contributions to endowments, or revenue passed through to another agency. Funds transferred from one public library to another public library should be reported by only one of the public libraries.

PERSONNEL (Include all positions funded in the library's budget whether those positions are filled or not)

60. Staff data (Report status as of the last day of the fiscal year)

Group A: Professional librarians, media and audiovisual specialists, etc.

List each Group A employee separately. Business mangers or other persons not a librarian should be counted under Group B below.

If any librarian position is **vacant**, enter only "**IV. Total Hrs/Wk**" and the "**V. Hourly Rate**" for the previous librarian.

(I) Position Title — Head Librarian / Library Director
(II) Education — [MLS degree from ALA accredited program]
(III) Sex — x Male _ Female
(IV) Total Hours/Week — 40
(V) Hourly Rate — $ 24.49

Other Professional Librarians, media and audiovisual specialists, etc.

[1 of 4]

(I) Position Title — Reference Librarian
(II) Education — [MLS degree from ALA accredited program]
(III) Sex — _ Male x Female
(IV) Total Hours/Week — 28
(V) Hourly Rate — $ 23.27
(VI) Primary Work Code: [Reference]

[2 of 4]

(I) Position Title — Children's Librarian
(II) Education — [Master's degree from other than ALA accredited program]
(III) Sex — _ Male x Female
(IV) Total Hours/Week — 40
(V) Hourly Rate — $ 17.29
(VI) Primary Work Code: [Children's/Youth Services]

[3 of 4]

(I) Position Title Public Information & Programmi
(II) Education [Bachelor's degree]
(III) Sex _ Male X Female
(IV) Total Hours/Week 40
(V) Hourly Rate $ 14.42
(VI) Primary Work Code: [Other Type Librarian]

[4 of 4]

(I) Position Title Circulation & Technical Servic
(II) Education [Less than a bachelor's degree]
(III) Sex _ Male X Female
(IV) Total Hours/Week 40
(V) Hourly Rate $ 13.00
(VI) Primary Work Code: [Circulation]

60. Staff Data (Report status as of the last day of the fiscal year)

Group B: Full-time/part-time technical and clerical employees

Total hours worked in a typical week by all Group B employees	372
Minimum hourly rate actually paid (convert annual salary to hourly rate)	$ 7.10
Maximum hourly rate actually paid (convert annual salary to hourly rate)	$ 14.75

Group C: Full-time/part-time pages or shelvers

Total hours worked in a typical week by all Group C employees	77
Minimum hourly rate actually paid (convert annual salary to hourly rate)	$ 6.00
Maximum hourly rate actually paid (convert annual salary to hourly rate)	$ 7.10

Group D: Full-time/part-time building maintenance, security or plant operation employees

Total hours worked in a typical week by all Group D employees	60
Minimum hourly rate actually paid (convert annual salary to hourly rate)	$ 7.25
Maximum hourly rate actually paid (convert annual salary to hourly rate)	$ 16.59

61a. Librarian Vacancies

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

(I) Position Title
(II) Hours/Week
(III) Work Area [Select Area]
(IV) Education Required [Select Degree]
(V) Number of Weeks Vacant during FY 2004-05

(VI) Annual Salary Range: Minimum $ Maximum $

61b. Newly Created Librarian Positions

(Include any newly created librarian positions which were created in FY 2004-05)

(I)	Position Title	Public_Services_Librarian_
(II)	Hours/Week	40.0
(III)	Work Area	[Circulation]
(IV)	Education Required	[MLS degree from ALA accredited program]
(V)	Current Status	_ Filled X Unfilled
(VI)	Date Filled	07/06/04 (mm/dd/yy)

61c. Eliminated Librarian Positions

(An eliminated librarian is that one that was budgeted for FY 2004-05 but is not in the budget for FY 2004-05.)

(I)	Position Title	
(II)	Hours/Week	
(III)	Work Area	[Select Area]
(IV)	Education Required	[Select Degree]
(V)	Date Eliminated	(mm/yy)
(VI)	Last Annual Salary Paid	$
(VII)	Reason Eliminated (i.e. lack of funds or need, etc.)	

AUTOMATION

62. How many of the following does your library have?

	Total Number in Library	Number Available for Public Use
IBM Compatible Microcomputers:		
386 or less	0	0
486	0	0
Pentium	43	24
Macintosh Microcomputers	0	0
Printers	16	3

63. Does your library have microcomputers containing general software applications (i.e., wordprocessors, spreadsheets, databases, etc.) available to patrons? X Yes _ No

64. Are your catalog records part of an online (automated or web-based) public access catalog (OPAC)? X Yes _ No
*(**Include** the system-wide catalog in which your library is a part.)*

(IF YES) a. Is it available online? X Yes _ No

(IF YES) a. Report the Internet address of the OPAC: http:// www.pekin.net/library/opac

65. Number of in-house users of electronic resources **in a year** 33,027

(Electronic resources include, but are not limited to, Internet (WWW, email, telnet, other), online indexes, CD-ROM reference sources, software, and the online catalog. Do not include staff use of these resources. You may take the number of in-house users of electronic resources in a typical week and multiply by 52 if an annual count is unavailable.)

66. Does your library have telephone devices for the deaf (TDD)? _ Yes X No

(IF YES) a. Report the number of TDDs in your library

b. Are any TDDs available for public use? _ Yes _ No

INTERNET

67. Who has access to the Internet? [**Patrons and staff directly**]

*(Internet access is defined as having one or more of the following services accessible from the library: telnet, gopher, file transfer protocol, or the World Wide Web. Access to electronic mail **only** is not Internet access.)*

68. Maximum Speed of your Internet connection: [T1]

69. How many workstations/terminals are available for accessing the Internet?

Include both dedicated and not dedicated workstations/terminals.

For Public Use 22

70. Does your library allow patrons to make printouts of materials obtained from the Internet? X Yes _ No

IF YES, are there **any** charges for printouts? X Yes _ No

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

X a. Local/state government organization *(e.g., ICN, county/state information services department)*

_ b. Local educational organization *(e.g., community college or university)*

X c. Community Information Network (e.g., Heartland Regional Network, Prairienet, etc.)

_ d. Your library system network

_ e. Commercial provider *(e.g., PSI, Delphi, America Online, CompuServe, etc.)*

_ f. Other (please specify)

72. Does your library provide instruction (workshops, classes) to patrons on the use of the Internet? X Yes _ No

73. Has your library board adopted an Internet policy for public access? X Yes _ No

REFERENDA

74. Was your library involved in a referendum in FY 2004-05? _ Yes x No

IF NO, go directly to question 76. **IF YES, please send the Illinois State Library a copy of the ballot or a statement of the proposition as presented to the voters.** If more than one referendum occurred, report each separately.

75. Include each type of referendum presented to the voters below

	Date of Referendum (mm/dd/yy)	Passed or Failed	Effective Date (mm/dd/yy)
Annexation		[Select Outcome]	
Bond Issue		[Select Outcome]	
Conversion		[Select Outcome]	
District Establishment		[Select Outcome]	
Maintenance Tax		[Select Outcome]	
Public Library Establishment		[Select Outcome]	
Tax Increase		[Select Outcome]	
Restoration Fund Tax		[Select Outcome]	
Mortgage Tax		[Select Outcome]	
Working Cash		[Select Outcome]	
Other (please specify):		[Select Outcome]	

76. If in the last year, or in the period before filing this report, you took action to convert to public library district status by approval of your corporate authority (under P.A. 86-346 and P.A. 86-713); your *district library* annexed additional territory in an unincorporated area by backdoor referendum (under 75 **Illinois Compiled Statutes (ILCS)** 15/2-8); or your *district library* took any other action by backdoor referendum, indicate the effective date of the action.

	Effective Date (mm/dd/yy)
Conversion	
Annexation	
Other (please specify):	

LIBRARY BOARD TRUSTEES

NOTE: This information is used for directory purposes and for meeting the annual legal reporting requirements of library districts. REPORT THE MOST RECENT INFORMATION AVAILABLE.

77 Total number of board seats 9

78 Total number of vacant board seats 0

79. President

Name James Ash Present Term Ends (mm/yy) 07/05

Telephone 306-346-0795 xxx-xxx-xxxx

Home Address 1531 Bacon St.
City, State, Zip+4 Pekin IL 61554-5707

80. Vice-President

Name Richard P. Wherry Present Term Ends (mm/yy) 07/06
Telephone 309-347-3983
Home Address 1920 Highwood Ave.
City, State, Zip+4 Pekin IL 61554-6437

81. Treasurer

Name J. Scott Plotner Present Term Ends (mm/yy) 07/07
Telephone 309-353-3881
Home Address 909 Illinois St.
City, State, Zip+4 Pekin IL 61554-2879

82. Secretary

Name Marie Carson Present Term Ends (mm/yy) 07/05
Telephone 309-347-2681
Home Address 1 Pioneer Dr.
City, State, Zip+4 Pekin IL 61554-1977

83. Other Members:

[1 of 5]

Name Dale Sandrock Present Term Ends (mm/yy) 07/07
Telephone 309-346-4000
Home Address 1101 Earl St.
City, State, Zip+4 Pekin IL 61554-2937

[2 of 5]

Name Lynette Steger Present Term Ends (mm/yy) 07/07
Telephone 309-353-8069
Home Address 601 S. 6th St.
City, State, Zip+4 Pekin IL 61554-4605

[3 of 5]

Name William Link Present Term Ends (mm/yy) 07/06
Telephone 309-346-1588
Home Address 1907 St. Clair Dr.
City, State, Zip+4 Pekin IL 61554-6334

[4 of 5]

Name Joan Wood Present Term Ends (mm/yy) 07/06
Telephone 309-347-2811

Home Address 704 Deerfield

City, State, Zip+4 Pekin IL 61554-9737

[5 of 5]

Name C. Brett Bode Present Term Ends (mm/yy) 07/05

Telephone 309-347-3457

Home Address 1814 North Shore Dr.

City, State, Zip+4 Pekin IL 61554-5232

84. Amount of surety bond $ 500,000

*NOTE: 75 **Illinois Compiled Statutes (ILCS)** 5/4-9, requires that the bond be 'not less than 50% of the total funds received by the library in the last fiscal year' for municipalities of less than **500,000** population (Paragraph 4-9), and for public library districts (75 **Illinois Compiled Statutes (ILCS)** 16/30-35(e)).*

85. Amount of construction surety bond, if applicable $

86a. Space (square footage) of the main library building square feet 34,000

*(Report the total square footage of the main library building. **Exclude** the square footage of any branch library buildings.)*

86b. Total square footage of the branch library building(s), if applicable square feet

*(Report the total square footage of the branch library building(s). Note: If there is more than one branch library building, report the combined total square feet. **Exclude** the square footage of the main library building.)*

87. Legal service area boundary change _ Yes X No

(Answer yes to this question, if there has been any change to the administrative entity's legal service area boundaries during the past year.)

88. This annual report is filed for the fiscal year commencing (mm/dd/yy) 05/01/04 and ending (mm/dd/yy) 04/30/05

89. Number of months in this fiscal year 12

90. Adult Program Attendance 5,263

91. Circulation by type of material

(Report all materials borrowed by patrons from your library (and any branches, bookmobiles or other agencies). Include interlibrary loans received from other libraries, bulk loan materials, reciprocal borrowing transactions, and all print and non-print media such as films, records and art prints. Children's materials are those materials intended for patrons age 14 or younger.)

	Adult	Children
a. Fiction Books	94,257	39,852
b. Nonfiction Books	69,168	15,765
e. Fiction videos	44,002	14,986
f. Nonfiction videos	22,001	3,650
g. Fiction audios	3,593	984
h. Nonfiction audios	3,665	521

i. Other Formats

92. What information is not currently collected on the Illinois Public Library Annual Report that you would be interested in if it were collected?

REPLACEMENT COSTS

Replacement costs are what you would have to pay to establish the current library if you were to do so today. Do not include collection(s) replacement costs.

93. What is the current fair market value for the library's real estate (land and buildings, including garages, sheds, etc)? $ 4,000,000

94. What is the replacement cost for the library's furniture, equipment, and vehicles? $ 550,000

(End of the Illinois Public Library Annual Report)

IPLAR FY 2004/05 Supplement (To be completed by all)

TRAINING

This section is concerned with Continuing Education (CE), Continuing Professional Development (CPD), and other workshop type learning opportunities. Training may be in-person and via technology. Include workshops brought into the library, workshops at a library system, workshops at another institution, teleconferences, paid web courses, professional conferences, and in-staff training. Include the development and delivery of formal education events on site (e.g. speaker fees, materials). If tracked include travel costs (e.g. per diem, hotel, transportation) and registration fees for conferences, institutes, seminars, workshops, classes held off site, distance education, job related tuition reimbursement, purchase or rental of training materials. Include paid self-instructional courses and academic courses. Exclude staff salaries, monthly staff meetings, and other such meetings.

1a. How much money did you spend on staff development and training this fiscal year? $ 2,236

1b. Does this include travel expenses? X Yes _ No

2. How many **hours** of training did employees receive this year? 110

INTERNET FILTERS

3. Does your library utilize Internet filters in your library? *(IF **NO**, please proceed to line 7.)* X Yes _ No

4. When did you start using filters (mm/yy)? 04/02

5. Which product/company do you use to provide the filtering? Cybersitter

6. Which Internet stations have filters? (check all that apply)

   X a. All staff stations

   X b. All public stations

_ c. Public children's stations only
_ d. Public adult stations only
_ f. Other (please specify)

E-RATE

7. Did your library receive e-rate money? x Yes _ No
   (IF NO, please proceed to line 10.)
8. How much did you receive in FY 2004/05? $ 1,436.59
9. Did you receive the e-rate benefits. . .

Directly?	x Yes	_ No
Indirectly through circuits paid by consortia?	_ Yes	_ No
As a discount on bills?	x Yes	_ No
As a credit on bills?	_ Yes	_ No

10. Why did your library **not** participate in the e-rate program? (select **one**)
    _ Didn't know about it
    _ Negligible benefit
    _ Complicated process
    _ Other
    If other, please explain:

(End of the Illinois Public Library Annual Report Supplement)

In addition to the Electronic IPLAR, all district libraries in Illinois are required to submit a District Supplement, a Secretary's Audit, and a copy of each referendum held during the past fiscal year.

Preparation Instructions For A Secretary's Audit (Only District Libraries must complete)

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

1. Your library's name and address (should be in letterhead)
2. The following text:
   "This is to testify that we have examined the secretary's minutes and other records for the past year and find they are in order and have no errors or discrepancies for FY 2004/05."
   NOTE: If there ARE any errors or discrepancies, please list and explain fully.

3. The signature of two trustees who were appointed by the president to audit the secretary's records
4. The date completed

Public Library District Supplement (Only District Libraries must complete)
Illinois Public Library Annual Report (IPLAR) Fiscal Year 2004/05

1. During the last fiscal year, were there any changes in the limits or boundaries of your district? _ Yes _ No

   (IF YES) a. How did this change occur (ex. referendum)?

   b. Describe the changes by county, township, and/or municipality giving the area and population for each:

2. During the last fiscal year, did the district acquire property (real property, i.e. building(s) or land? _ Yes _ No

   (IF YES) a. How was the property acquired? (check all that apply)

   _ Purchase _ Legacy _ Gift _ Other

   b. General description of the property acquired:

3. Does your library have any outstanding liabilities, including bonds? _ Yes _ No

   (IF YES) a. Amount of outstanding liabilities, including bonds $

   b. Description of all outstanding liabilities:

(End of the Public Library District Supplement)

Comments

If you have any additional comments or clarification to specific questions on the IPLAR, please explain below.

RESOLUTION NO. 111-05/06

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the Library Board and for a term set opposite their names.

CARRIE ALLEN............................. 816 STATE STREET 347-1092 633-3721	TERM ENDS JUNE 30, 2008
VICKIE KOCH .... 2503 N. PARKWAY DRIVE 347-6119	TERM ENDS JUNE 30, 2008
LESLIE LEITNER.......................... 3 VETTER COURT 353-2771	TERM ENDS JUNE 30, 2008

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 13TH day of June, 2005.

____
Mayor

ATTEST:

____
City Clerk

RESOLUTION NO. 112-05/06

A RESOLUTION OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATES
OF WAGES FOR LABORERS, WORKERS AND MECHANICS EMPLOYED AT PUBLIC WORKS OF THE CITY OF PEKIN

WHEREAS, the Prevailing Wage Law, Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes approved June 26, 1941, as amended, requires that each public body awarding any construction contract for public work or doing such work by day labor shall annually ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, "public work", as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Pekin under authority of the Industrial Project Bond Act or Home Rule Ordinance, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party and a certified copy hereof must be promptly filed in the Office of the Secretary of State and Labor Department and be provided to others on request; and

WHEREAS, the City of Pekin believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

WHEREAS, the City of Pekin believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, County of Tazewell, State of Illinois, that the prevailing wages as set forth in the document attached hereto are incorporated herein by reference as the prevailing rates of hourly wages in the City of Pekin, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT FURTHER RESOLVED that the prevailing wages set forth in the document attached hereto and incorporated by reference shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind, but excluding projects resulting from Annexation Agreements, Intergovernmental Agreements, projects involving the City's Land Subdivision Code (including waivers/variations there from), activities that are exempt due to specific contract language, or certain projects the City Council finds inappropriate for application of Prevailing Wage Law; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of $100,000.00; and

BE IT RESOLVED that nothing herein contained shall be constructed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that the City Clerk shall publicly post or keep available for inspection by any interested party in the main office of this City this determination of prevailing rates of wages; and

BE IT RESOLVED that the City Clerk shall mail a copy of this determination to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Secretary of State and the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this determination and that it is effective prevailing wage determination of this public body.

ADOPTED AND APPROVED THIS 13th day of JUNE, 2005.

Lyndell N. Howard, Mayor

ATTEST:

Sue E. McMillan, City Clerk

Tazewell County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	NW	BLD		21.910	22.510	1.5	1.5	2.0	5.700	8.000	0.000	0.600
ASBESTOS ABT-GEN	NW	HWY		21.900	22.500	1.5	1.5	2.0	5.000	8.200	0.000	0.500
ASBESTOS ABT-GEN	SE	BLD		21.950	22.700	1.5	1.5	2.0	4.300	6.530	0.000	0.500
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		28.970	31.970	2.0	2.0	2.0	7.020	6.600	0.000	0.210
BRICK MASON		BLD		25.750	27.250	1.5	1.5	2.0	4.000	5.900	0.000	0.320
CARPENTER	N	BLD		24.190	25.940	1.5	1.5	2.0	6.250	5.950	0.000	0.300
CARPENTER	N	HWY		24.570	26.320	1.5	1.5	2.0	6.250	6.110	0.000	0.250
CARPENTER	S	BLD		24.120	25.870	1.5	1.5	2.0	6.250	6.020	0.000	0.300
CARPENTER	S	HWY		24.510	26.260	1.5	1.5	2.0	6.250	6.170	0.000	0.300
CEMENT MASON		BLD		21.930	23.430	1.5	1.5	2.0	4.700	8.650	0.000	0.500
CEMENT MASON		HWY		22.480	22.980	1.5	1.5	2.0	4.700	8.650	0.000	0.400
CERAMIC TILE FNSHER		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
ELECTRIC PWR EQMT OP		ALL		28.840	34.100	1.5	1.5	2.0	4.500	7.790	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		19.790	34.100	1.5	1.5	2.0	4.500	5.340	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		32.040	34.100	1.5	1.5	2.0	4.500	8.650	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		20.760	34.100	1.5	1.5	2.0	4.500	5.600	0.000	0.000
ELECTRICIAN		BLD		28.030	29.530	1.5	1.5	2.0	5.150	7.385	0.000	0.250
ELECTRONIC SYS TECH		BLD		21.750	23.250	1.5	1.5	2.0	5.150	4.905	0.000	0.440
ELEVATOR CONSTRUCTOR		BLD		31.135	35.030	2.0	2.0	2.0	7.275	3.420	1.870	0.000
GLAZIER		BLD		25.620	26.370	1.5	1.5	2.0	5.150	5.550	0.000	0.300
HT/FROST INSULATOR		BLD		31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER		BLD		24.080	25.830	1.5	1.5	2.0	7.690	6.910	0.000	0.300
IRON WORKER		HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
LABORER	NW	BLD		20.910	21.510	1.5	1.5	2.0	5.700	8.000	0.000	0.600
LABORER	NW	HWY		21.150	21.750	1.5	1.5	2.0	5.000	8.200	0.000	0.500
LABORER	SE	BLD		21.950	22.700	1.5	1.5	2.0	4.300	6.530	0.000	0.500
LABORER	SE	HWY		23.270	24.020	1.5	1.5	2.0	4.800	6.530	0.000	0.600
LATHER		BLD		24.190	25.940	1.5	1.5	2.0	6.250	5.950	0.000	0.300
MACHINERY MOVER		HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
MARBLE MASON		BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
MILLWRIGHT		BLD		25.360	27.110	1.5	1.5	2.0	6.250	5.100	0.000	0.300
MILLWRIGHT		HWY		21.150	22.400	1.5	1.5	2.0	2.800	2.430	0.000	0.000
OPERATING ENGINEER		BLD	1	27.310	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		BLD	2	25.490	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		BLD	3	24.170	29.060	1.5	1.5	2.0	4.650	7.750	0.000	0.800
OPERATING ENGINEER		HWY	1	26.690	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	2	24.630	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
OPERATING ENGINEER		HWY	3	21.240	26.690	1.5	1.5	2.0	4.250	7.500	0.000	0.700
PAINTER		ALL		25.300	26.300	1.5	1.5	1.5	4.850	4.200	0.000	0.250
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIVER	N	BLD		24.690	26.440	1.5	1.5	2.0	6.250	5.950	0.000	0.300
PILEDRIVER	N	HWY		25.070	26.820	1.5	1.5	2.0	6.250	6.110	0.000	0.250
PILEDRIVER	S	BLD		24.620	26.370	1.5	1.5	2.0	6.250	6.020	0.000	0.300
PILEDRIVER	S	HWY		25.010	26.760	1.5	1.5	2.0	6.250	6.170	0.000	0.300
PIPEFITTER		BLD		31.300	34.430	1.5	1.5	2.0	6.100	6.460	0.000	0.420
PLASTERER		BLD		21.890	23.140	1.5	1.5	2.0	4.700	8.800	0.000	0.500
PLUMBER		BLD		27.120	29.560	1.5	1.5	2.0	5.800	7.310	0.000	0.750
ROOFER		BLD		23.200	24.200	1.5	1.5	2.0	5.350	6.100	0.000	0.150
SHEETMETAL WORKER		BLD		27.030	28.380	1.5	1.5	2.0	5.370	8.320	0.000	0.310
SIGN HANGER		HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	6.100	4.950	0.000	0.250

STEEL ERECTOR	HWY		24.170	25.670	1.5	1.5	2.0	7.440	6.660	0.000	0.320
STONE MASON	BLD		25.750	27.250	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TERRAZZO FINISHER	BLD		23.720	0.000	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TERRAZZO MASON	BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TILE MASON	BLD		25.260	26.510	1.5	1.5	2.0	4.000	5.900	0.000	0.320
TRUCK DRIVER	ALL	1	24.755	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	ALL	2	25.155	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	ALL	3	25.355	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	ALL	4	25.605	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	ALL	5	26.355	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C	1	19.804	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C	2	20.124	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C	3	20.284	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C	4	20.484	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TRUCK DRIVER	O&C	5	21.084	0.000	1.5	1.5	2.0	7.000	3.100	0.000	0.000
TUCKPOINTER	BLD		25.750	27.250	1.5	1.5	2.0	4.000	5.900	0.000	0.320

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters
PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION
Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight

Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

CERTIFICATE

I, SUE E. MCMILLAN, CITY CLERK IN AND FOR THE CITY OF PEKIN, IN THE COUNTIES OF TAZEWELL AND PEORIA, IN THE STATE OF ILLINOIS, AND KEEPER OF THE RECORDS AND FILES THEREOF, AS PROVIDED BY STATUTE, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE, PERFECT AND COMPLETE COPY OF RESOLUTION NO. _____ ADOPTED BY THE CITY COUNCIL OF THE CITY OF PEKIN AT ITS COUNCIL MEETING HELD ON JUNE 13, 2005.

GIVEN UNDER MY HAND AND SEAL THIS ______ DAY OF ________________, 2005

(SEAL)

____

SUE E. MCMILLAN
CITY CLERK

Illinois Department of Transportation

Tabulation of Bids

County: Tazewell	Date: 6/6/2005
Municipality or Road District: Pekin	Time: 10:00 A.
Section: 05-00000-01-GM1	Appropriation $: 600,000.00
Estimate $: 703,798.60	Attended By: Ken Park

	Approved Engineers Estimate		R.A.Cullinan & Son P.O. Box 166 Treat Tremont, IL 61568					
Name and Address of Bidders								
Proposal Guarantee								
Terms								

Item No. or Group	Items	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Seal Coat Aggregate		Tons	6072	$65.00	$394,680.0	$59.90	$363,712.80				
2	Bituminous Materials (Seal		Gals.	220799	1.40	$309,118.6	1.48	$326,782.52				
Total Bid	As Read											
Total Bid	As Corrected					$703,798.60		$690,495.32				

EXTRICATION AGREEMENT

This **EXTRICATION AGREEMENT** made and entered into this __________ day of ________________________________, 2005, by and between all of the undersigned parties hereto, being designated representatives for Advanced Medical Transport and Pekin Fire Department, each do hereby agree, one with the other, and all of the parties, each with the other, to the following items, conditions, and covenants.

WITNESSETH:

WHEREAS, in cases of entrapment, entanglement, hazardous materials exposure or high rise rescue situations arising within the territories of the respective parties hereto in which instances either party may require additional equipment, vehicles, and/or personnel.

LANGUAGE:

Any ambulance agency, service or department requesting aid shall, for convenience, be hereinafter referred to as the calling agency.

Any fire department or service of whom aid is requested shall, for convenience, be hereinafter referred to as the responding agency.

The Executive Director or his duly authorized representative shall, for convenience, be hereinafter referred to as the Director.

The Fire Chief or his duly authorized representative shall, for convenience, be hereinafter referred to as Command Personnel.

AGREEMENT:

1. Upon request by the Director of the calling agency, equipment, vehicles and personnel of the responding agency will be dispatched to any point within the jurisdiction of the responding agency as requested by the Director of the calling agency.

2. Any dispatch of equipment, vehicles, and personnel pursuant to this agreement is subject to the following conditions:

   (a) Any request for aid shall include a statement of the amount and type of equipment, vehicles and personnel needed, and shall specify the location to which the equipment, vehicles and personnel are to be dispatched. The actual number of vehicles, equipment and personnel to be furnished shall be determined by the Command Personnel of the responding agency.

(b) The responding agency shall report to the location where the vehicles, equipment and personnel are needed and shall be responsible for the performance of the above mentioned services.

(c) The responding agency shall be released by the calling agency when the services of the responding agency, by mutual agreement, are no longer required or when the responding agency is needed within the area for which it normally provides services.

3. All of the above conditions shall apply equally to vehicles, equipment and personnel dispatched for purposes of stand-by or move-up.

4. Each party and agency waives all claims against every other party and agency for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.

5. No party or agency shall be reimbursed by any other party or agency for any costs incurred pursuant to this agreement.

6. All equipment used by the responding agency in carrying out this agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the responding agency under this agreement will, at the time of such action, be an employee, intern or volunteer member of the responding agency.

7. Any accrued fees for such services rendered shall be billed to the patient(s) receiving such services or legally responsible party, by the department providing the services to the patient(s).

8. This agreement may terminate by either agency with a sixty day written notification.

ATTEST:

____
Executive Director,
Advanced Medical Transport

____
Pekin Fire Department

SAFETY AWARD

City of Pekin

The City of Pekin Safety Committee Presents This Award To:

Lisa Neff

For her safety suggestion submitted

In the month of May, 2005

Lyn Howard
Signature

5/26/2005
Date

City of Pekin

June 2, 2005

Dennis Kief, City Manager
111 N. Capitol St.
Pekin, IL 61554

Mr. Kief,

Denny, as you know the City of Pekin Municipal Bus Department is eligible for $105,000.00 of the STU funds through PPUATS to purchase two new buses. I want to thank you for your help in this matter. This will be a major plus to our municipal busing program. The City of Pekin would not be eligible for at least two years for state and federal funding to purchase buses. The two buses in operation now have over 190,000 and 220,000 miles. Mechanics are continually repairing these two buses. The two new buses can now be purchased and in two years funding will be available for an additional two buses, which will bring the city bus fleet up to standard. Each week there are 500 to 600 riders who have no other means of transportation and this is very important in their lives.

I also want to make the Mayor and Council aware that this is the first time in the history of the Surface Transportation (STU) Funding Program that funds were awarded to purchase vehicles.

The City of Pekin will pay $45,000.00 (30%) and the program will pay $105,000.00 (70%) for the two new buses. Again, thank you for your support.

Sincerely,

Greg Ranney

Greg Ranney
Director of Public Property

GJR:lmr

cc: Mayor & Council

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois will conduct a public hearing on June 13, 2005 at 5:30 P.M. in the City Hall Council Chambers, 111 South Capitol Street, Pekin, Illinois, for the purpose of discussing the sale to Marshview Properties, LLC, or its affiliate, of the following described real estate:

A part of Block 3 of Riverway Park Subdivision, a subdivision of the West half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of said Block 3; thence South 0°01'27" West along the Easterly right-of-way line of Heilman Street, a distance of 70.00 feet to the Point of Beginning of the tract to be described; thence continuing South 0°01'27" West along the Easterly right-of-way line of Riverway Drive, a distance of 30.10 feet; thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 178.89 feet, said curve having a chord bearing of South 07°30'45" East, for a distance of 178.38 feet to the Point of Beginning of the tract to be described, thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the right having a radius of 1090.00 feet, for an arc length of 303.22 feet thence South 89°59'17" East for a distance of 622.74 feet; thence South 00°02'18" West for a distance of 568.12 feet; thence South 89°59'17" East a distance of 358.51 feet; thence North 00°02'18" East for a distance of 884.69 feet; thence North 43°33'13" West for a distance of 614.32 feet; thence South 89°51'57" West for a distance of 86.55 feet; thence South [illegible] West for a distance of [illegible] feet; thence South 89°51'57" West for a distance of [illegible] feet to the Point of Beginning, containing 18.19 acres, more or less, situate, lying and being in the County of Tazewell and the State of Illinois.

Copies of the proposal to sell said real estate will be submitted and will be on file in the Office of the City Clerk. The City reserves the right to accept said proposal or to modify said proposal.

All persons having an interested therein may appear to be heard or may file comments concerning the proposed sale of this property in the Office of the City Clerk

DATED at Pekin, Illinois, May 19,2005
SUE E. MCMILLAN
CITY CLERK
161794 5/25

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois, May 25 2005

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 25th day of May 2005 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 25th day of May 2005;
the second on the ______ day of ______ 20____;
the third on the ______ day of ______ 20____;
the fourth on the ______ day of ______ 20____;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-Ill. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff
Publisher of
THE PEKIN DAILY TIMES

Publication Fee. $ 75.00
Posters, Slips $ 5.00
Total $ 80.00

By Amanda Sanchez

Hearing Amerhart (Marchview)

ORDINANCE NO. 2434

AN ORDINANCE AUTHORIZING THE SALE AND TRANSFER OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

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

A part of Block 3 of Riverway Park Subdivision, a subdivision of the West half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, being more particularly described as follows:

> Commencing at the Northwest corner of said Block 3; thence South 0E01'27" West along the Easterly right-of-way line of Heilman Street, a distance of 70.00 feet; thence continuing South 0E01'27" West along the Easterly right-of-way line of Riverway Drive, a distance of 30.10 feet; thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 178.89 feet, said curve having a chord bearing of South 07E30'45" East, for a distance of 178.38 feet to the Point of Beginning of the tract to be described, thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 249.15 feet; thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the right having a radius of 1090.00 feet, for an arc length of 303.22 feet; thence South 89E59'17" East for a distance of 622.74 feet; thence South 00E02'18" West for a distance of 563.12 feet; thence South 89E59'17" East a distance of 358.51 feet; thence North 00E02'18" East for a distance of 884.69 feet; thence North 43E33'13" West for a distance of 614.32 feet; thence South 89E51'57" West for a distance of 86.55 feet; thence South 0E01'27" West for a distance of 276.22 feet; thence South 89E51'57" West for a distance of 720.15 feet to the Point of Beginning, containing 18.19 acres, more or less, situate, lying and being in the County of Tazewell and the State of Illinois.

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

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, notice has been given on the questions of the sale of said real estate and was advertised in the Pekin Daily

Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on May 25, 2005; and

WHEREAS, the City of Pekin and MARSHVIEW PROPERTIES, LLC., a Wisconsin limited liability company ("Marshview") have negotiated a Contract for Private Development (attached hereto as Exhibit A and incorporated herein by this reference) wherein Marshview is to acquire the Property for the sum of $181,900.00; and

WHEREAS, after said public hearing on June 13, 2005, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into said Contract for Private Development and sell the Property to Marshview pursuant to the terms and conditions of said Contract for Private Development ; 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 Contract for Private Development attached hereto as Exhibit A is hereby approved and the City of Pekin sell to Marshview the following described real estate:

A part of Block 3 of Riverway Park Subdivision, a subdivision of the West half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, being more particularly described as follows:

> Commencing at the Northwest corner of said Block 3; thence South 0E01'27" West along the Easterly right-of-way line of Heilman Street, a distance of 70.00 feet; thence continuing South 0E01'27" West along the Easterly right-of-way line of Riverway Drive, a distance of 30.10 feet; thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 178.89 feet, said curve having a chord bearing of South 07E30'45" East, for a distance of 178.38 feet to the Point of Beginning of the tract to be described, thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 249.15 feet; thence in a

Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the right having a radius of 1090.00 feet, for an arc length of 303.22 feet; thence South 89E59'17" East for a distance of 622.74 feet; thence South 00E02'18" West for a distance of 563.12 feet; thence South 89E59'17" East a distance of 358.51 feet; thence North 00E02'18" East for a distance of 884.69 feet; thence North 43E33'13" West for a distance of 614.32 feet; thence South 89E51'57" West for a distance of 86.55 feet; thence South 0E01'27" West for a distance of 276.22 feet; thence South 89E51'57" West for a distance of 720.15 feet to the Point of Beginning, containing 18.19 acres, more or less, situate, lying and being in the County of Tazewell and the State of Illinois.

for the sum of $181,900.00.

SECTION III. In accordance with the terms of said Contract for Private Development, 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 real estate to Marshview 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 V. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest said Contract for Private Development and such other documents as may be necessary to consummate the transaction contemplated herein and in said Contract for Private Development.

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

SECTION VII. 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 ________________________, 2005.

____
MAYOR

ATTEST:

____
CITY CLERK

MARSHVIEW PROPERTIES, LLC (AMERHART)
CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT entered into this _______ day of __________________, 2005, by and between the CITY OF PEKIN, ILLINOIS, a municipal corporation, and a home rule unit of local government, exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at City Hall, 111 S. Capitol Street, Pekin, Illinois, and MARSHVIEW PROPERTIES, LLC, a Wisconsin limited liability company, c/o Amerhart Ltd., 2455 Century Road, Green Bay, Wisconsin, 54303.

WITNESSETH:

WHEREAS, the City is the owner of land in Riverway Business Park which land was acquired for the purpose of developing a Business Park; and

WHEREAS, the City, to achieve the objectives of the Business Park and of the Developer, intends to assist the Developer through the sale of certain sites which are described in Exhibit "A" (the "Acquisition Site") attached hereto and made a part hereof; and

WHEREAS, the Developer intends to invest a minimum of $1,500,000.00 (One Million Five Hundred Thousand Dollars) in the development of the Acquisition Site; and

WHEREAS, the City believes that the development of the Acquisition Site is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them do hereby covenant and agree as follows:

SECTION 1: DEFINITIONS.

A. **Definition of Terms.** Certain terms used in this agreement shall have the following meanings unless their content or use clearly indicates otherwise.

"Acquisition Site" means the real property to be acquired by the Developer, more fully described in Exhibit "A" attached hereto.

"Amerhart Ltd." means a Wisconsin corporation with principal offices located at 2455 Century Road, Green Bay, Wisconsin, 54303, who will be a Tenant of the project.

"Agreement" means this Contract For Private Development.

"Authorized Representative" means such person at the time and from time to time designated to act on behalf of the Developer.

"Certificate of Completion" means the certificate issued by the City pursuant to Section 3B, which evidences completion of the Project in full compliance with the terms of this Agreement.

"City" means the City of Pekin, Illinois, a municipal corporation and home rule unit of local government.

"Site Plan" means the plans which may hereafter be approved by the Riverway Business Park Covenants Committee, which will be attached hereto as Exhibit "B".

"Developer" shall mean MARSHVIEW PROPERTIES, LLC, a Wisconsin limited liability company.

"Events of Default" shall mean those occurrences, actions or lack of action which shall be construed to be a material breach or failure to perform pursuant to the terms of this Agreement.

"Mortgagee" means the primary lender providing financing to the Developer for the purchase of the Acquisition Site and construction of the Project.

"Project" means the development of the Acquisition Site in accordance with the terms and conditions of this Agreement and the Site Plan.

"Property" means the Acquisition Site.

"Purchase Price" means the price as determined in Section 2.B.1. of this Agreement.

B. **Construction of Words**. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivision of this Agreement are to the designated articles, sections and other subdivision of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: GENERAL DEVELOPER COVENANTS. In addition to all other specific covenants and agreements contained in this Agreement, the Developer makes the following expressed covenants:

A. **Term.** All covenants contained in this section shall remain in full force and effect for a period of ten (10) years unless otherwise stated, or performed, and unless the City expressly, by written document, waives any of same.

B. **General Covenants.** The expressed covenants the Developer makes are as follows:

1. The Developer agrees to acquire the Acquisition Site as described in Exhibit "A" from the City for the sum of One Hundred Eighty-One Thousand, Nine Hundred and no/100 ($181,900.00) Dollars (the "Purchase Price"), as further described in Section 4 of this Agreement, and the further consideration of the Developer constructing and developing a minimum 50,000 square foot building suitable for lumber and building materials distribution in accordance with the plans and specifications set forth in Exhibit "C" attached hereto. The purchase of the Acquisition Site is however contingent upon the satisfaction of the conditions precedent all of which are set forth herein.

2. The Developer will pay and keep current all appropriate and reasonable City fees set forth in the City Code that may from time to time apply to the Property and/or its development which are consistently applied to development within the Pekin Area Enterprise Zone ("PAEZ"), (including, without limitation, sewer tap on fees), and Developer agrees not to contest the validity of any of same.

3. The Developer shall construct on the Property a development of a minimum 50,000 square foot building suitable for lumber and building materials distribution on the Acquisition Site to be leased by Amerhart Ltd.

4. The Developer shall not protest any reasonable real estate assessments or reasonable real estate taxes on the Property.

5. The Developer will not take any action or in any manner cause the Acquisition Site to be removed from the real estate tax rolls as fully taxable real property.

6. The Developer shall execute a Memorandum to be indexed to the Property indicating in substance that the Property is subject to the terms and conditions of this Agreement.

7. The Developer shall promptly pay when due all reasonable real estate taxes which are a lien upon the Acquisition Site.

8. The Developer agrees that the Acquisition Site will remain in the Riverway Business Park Subdivision and PUD and is subject to the terms, covenants, building and use restrictions, and conditions in the PUD and the subdivision.

Notwithstanding the foregoing to the contrary, the Developer has described its business operations of Amerhart Ltd. to the City and discloses the following:

(i). Amerhart Ltd. utilizes a chain saw outside of its warehouse facility to custom cut to customer specification forty-eight (48) foot I-Joists and laminated veneer lumbers (LVL);

(ii) Amerhart Ltd. utilizes outside storage of its lumber products; and

(iii) Amerhart Ltd. stores its lumber products within the rear yard set backs along the railroad tracks and spurs for loading, unloading, and interim storage.

The City acknowledges these operational nuances of Amerhart Ltd. and approves said actions, and that Amerhart Ltd. may utilize the rear yard setback areas along the railroad track and spur for unloading and storage for its lumber products; provided, however, that the Developer and Amerhart Ltd. must comply with all screening requirements of the Riverway Business Park Covenants and the Pekin City Code. Notwithstanding the foregoing to the contrary, the purchase of the Acquisition Site is specifically conditioned upon Developer and

Amerhart Ltd. procuring the approval of the Committee for the Riverway Business Park approving and/or providing a variance with respect to the operational nuances herein described. Developer and Amerhart Ltd. shall have a period of thirty (30) days within to procure such approval from the Committee for the Riverway Business Park.

9. Developer's performance under this Agreement is specifically contingent upon Developer procuring financing through economic development money and resources, revenue bond financing, various enterprise zone tax benefits, and Illinois Department of Transportation ("IDOT"). Developer shall have a period of thirty (30) days following satisfaction of all other contingencies to procure the financing herein described.

The IDOT grant relates to the extension of the spur track onto the Acquisition Site. Any financing not provided for the purchase of the Acquisition Site and construction of the Project through sources above described shall be subject to conventional financing which will not exceed a fixed interest rate of 6.5% per annum over a term not less than seven (7) years amortized over a term of not less than fifteen (15) years.

10. Inspection. Developer's performance hereunder is specifically conditioned upon Developer procuring a Phase I Environmental Audit which indicates that the Acquisition Site is free from any and all hazardous waste materials or substances and complies in all respects with all federal, state and local environmental laws.

In the event that Developer receives a Phase I Environmental Audit which does not meet the requirements set forth above, Developer, in its sole discretion, may proceed with a Phase II Environmental Audit to determine what extent and what amount may be required to remediate the environmental problems discovered with respect to the site under the Phase II Environmental Audit, although, Developer is not obligated to do so.

Developer shall also have the opportunity to procure appropriate soil borings to verify that the soils are suitable, without additional expense to Developer, for construction of the Project and has appropriate load bearing capacity which determination shall be made by Developer in its sole discretion.

The foregoing environmental and soil borings are collectively referred to as "the Inspections". In the event the Developer enters on to the property for such Inspections, Developer agrees to leave the property in substantially the same condition as it existed prior to such entry.

In the event Developer procures such a Phase I Environmental Audit, Developer shall provide to the City a copy of any reports related to such audit within ten (10)days of Developer's receipt of such report(s).

11. Developer's performance hereunder specifically conditioned upon Developer procuring an agreement for the construction and use of a spur track to service the Acquisition Site and Amerhart Ltd.'s business to be conducted thereon, which spur track agreement shall be subject to the terms and conditions acceptable to Developer and Amerhart Ltd. in their sole discretion.

12. Developer's performance hereunder is specifically conditioned upon Developer procuring an ALTA/CSM Survey as it related to the Acquisition Site complying with applicable minimum land surveying standards necessary to eliminate all preprinted standard exceptions to the title policy relating to the survey

13. Water and Sewer. Developer's performance hereunder is specifically conditioned upon Developer being provided adequate certifications that the Property is serviced by water and City sewer to conduct its business as intended upon the Acquisition Site, and that water and sewer lines are appropriately stubbed to the Acquisition Site and will not require any extraordinary expense and/or extraordinary fees associated with the hook up to said water and sewer. Developer's performance hereunder is contingent upon Developer's inspection and determination that the Acquisition Site has adequate utilities to allow Amerhart Ltd. To conduct its business as intended upon the Acquisition Site.

14. Satisfaction of Contingencies. Developer shall have a period of ninety (90) days from the date of this Agreement to satisfy all of the contingencies as set forth herein unless a different contingency satisfaction requirement is otherwise set forth.

SECTION 3: CITY'S OBLIGATIONS AND RESERVATION OF RIGHTS.

A. **Duties**.

1. The City agrees to convey to the Developer the Acquisition Site in accordance with Section 4 of this Agreement.

2. The City's approvals and consents are required from time to time for various purposes relating the development, and construction of the Project including, without limitation zoning, land use planning, building code and related approvals, and other matters described in this Agreement. The City agrees to timely take all lawful steps necessary from time to time to furnish all such requisite lawful approvals, consents, ordinances and related official acts, and to cooperate with Developer in all reasonable respects to assure the timely commencement and completion of the Project.

B. **Certificate of Completion.** Promptly after completion of the Project in accordance with the provisions of this Agreement, the City will execute and deliver to the Developer a certificate of completion. Said instrument of certification by the City shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of the Developer and its successors and assigns, that the construction of the Project is completed. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Project, or any part thereof. Such certification shall not constitute evidence that the Developer, its successors and assigns have complied with the applicable provisions of federal, state and local laws, regulations and ordinances.

The certification shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds, Tazewell County, Illinois. If the City refuses or fails to provide any certification in accordance with the provisions of this Agreement, the City shall, within 30 days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in which respects the Developer has failed to complete the Project in accordance with the provisions of this Agreement, or is otherwise in default and what measures or steps will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification. Said certification as provided herein shall not be unreasonably withheld by the City.

C. **Subordination**. To the extent that Municipal financing such as revenue bond financing will be procured for the Project, the City acknowledges that any and all of its rights or interests pursuant thereto shall be subordinate to the rights and interests of the Mortgagee. City agrees to execute an appropriate Subordination Agreement that may be required by the Mortgagee to entitle the Mortgagee to procure a first and paramount lien position with respect to the Acquisition Site and Project. Notwithstanding the foregoing, any such subordination shall not include subordination of the City's rights to enforce Section 7.A.3 of this Agreement (prohibition against subdividing the Property) .

D. **Enterprise Zone**

1. City covenants that the Acquisition Site that is located within the PAEZ and as such certain tax credits and incentives are available to the Developer as follows:

- Five (5) year real estate tax abatement as to the increase in assessed valuation of the Property after Developer constructs its improvements on the Property.
- Sales tax exemption on building materials purchased from eligible suppliers;
- The waiving of county and/or city building permit fees and associated inspection fees;
- Certain State of Illinois enterprise zone loan programs;
- Various enterprise zone tax benefits.

The City covenants that it shall use its reasonable efforts to cooperate with and assist Developer to procure such benefits to and for the benefit of the Developer.

The Developer acknowledges and agrees that it has received a copy of that portion of the City Code relating to the PAEZ, and is satisfied with the same.

E. **Warranty and Representation.**

1. The City warrants and represents that, with respect to the Acquisition Site:

a. The City has not violated, is not violating and has not been threatened with or received a notice or charge asserting any violations of any federal, state or local environmental laws as the same may be promulgated at the time of the Closing of this proposed transaction.

b. The City has complied to the fullest extent with all environmental laws as it relates to its ownership of the Acquisition Site.

2. The City warrants and represents that, to the best of its knowledge, with respect to the Acquisition Site:

a. No asbestos, ureaformaldehyde or polychlorinated biphenyl ("PCBs") are present on or under the Acquisition Site.

b. No owner nor tenant has disposed of any substance in any manner on the Acquisition Site which may form the basis for any present or future claim based upon environmental laws or as such laws may be amended prior to Closing nor has any demand or action seeking clean-up of the Acquisition Site or body of water, surface or subsurface, under environmental laws, been made, has been threatened, or may subject the Developer or Amerhart Ltd. to claims for damages.

c. There are currently no aboveground or underground storage tanks nor have there been any prior tanks, which contained a "regulated substance" or "hazardous waste" as defined in the environmental laws.

F. **Reliance**. The City acknowledges that the warranties and representations set forth in Subsection E. above are a material inducement to Developer entering into this Agreement and that Developer is entitled to rely upon these warranties and representations despite any independent investigations undertaken by Developer.

G. **Survival.** The warranties and representations of the City herein are true and correct as of the date hereof and shall be as of the date of Closing and shall continue to survive the Closing of this transaction.

SECTION 4: SALE AND PURCHASE OF PROPERTY.

A. **Sale and Purchase of the Property**. The City agrees to sell and Developer agrees to buy the Property for the Purchase Price, on the terms set forth herein.

B. **Title.** Within fifteen (15) days after the execution of this Agreement, City shall deliver to Developer, or Developer's agent, at City's expense, a title commitment for an owner's title insurance policy issued by a title insurance company acceptable to Developer and its Mortgagee in the amount of the Purchase Price, showing marketable title of the Acquisition Site in City subject only to (a) the general exceptions contained in the policy provided however, that said general exceptions shall be eliminated due to the submission of an ALTA survey from the Developer and appropriate affidavit from the City to remove the same except as it relates to taxes not yet due or payable; (b) title exceptions pertaining to liens or encumbrances of an ascertainable amount which may be removed by payment of money at the time of Closing, and which City may so remove at the time by using the funds to be paid upon delivery of the deed; (c) covenants, conditions, restrictions, reservations and easements of record and zoning laws provided that said matters will not impair or interfere with Developer's intended Project or use of the Acquisition Site; and (d) exceptions commonly permitted under the rules for examination of abstracts and title and acceptable to Developer (collectively the "Permitted Exceptions") provided that said matters will not impair or interfere with Developer's intended Project or use of the Property. If title insurance discloses any exceptions which adversely affect Developer's proposed use of the Acquisition Site, Developer shall give written notice of such exceptions to City, and City shall have seven (7) days in which to have such title exceptions removed. If City is unable to cure such exceptions, Developer shall have the option to terminate this Agreement, in which case this Agreement shall be null and void.

C. **Delivery of Municipal Deed**. At Closing, on full payment of the Purchase Price and execution of this Development Agreement by the Developer, the City shall convey said property to the Developer by municipal deed free and clear of all encumbrances, except as heretofore or hereafter provided, and subject to the Permitted Exceptions, and subject to any acts of the Developer. City shall provide Developer with a copy of the proposed municipal deed within ten (10) days of the execution of this Agreement for its review and comment.

D. **Closing**. The closing of the transaction contemplated herein shall be held at a location and time mutually acceptable to City and Developer (the "Closing Date" or the "Closing"), but in no event later than September 1, 2005.

E. **Taxes**. The City shall pay the general real estate taxes, if any, for the tax year 2004, payable in 2005, and for the tax year 2005, payable in 2006, on a prorated basis up to the date of closing hereunder. The Developer shall pay the general real estate taxes for the balance of the year 2005 and each year thereafter. Prorating shall be on the basis of the amount of the most recent ascertainable tax.

F. **Possession**. Developer shall be entitled to possession of said property upon payment of the Purchase Price and delivery of deed as herein provided.

SECTION 5: DEVELOPER'S OBLIGATIONS AND RIGHTS.

A. **Conformance to Federal, State and Local Requirements.** All work with respect to the Project shall conform in all material respects to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes, life safety codes, storm water retention and sewer codes, and the Prevailing Wage Act.

B. **Improvements Commencement and Completion Requirements.**

1. **Time Limitations**. The Developer shall commence the construction improvements referred to herein on or before November 30, 2005 (hereinafter referred to as "Commencement Date") and shall substantially complete construction of the improvements on or before February 1, 2007 (hereinafter referred to as "Completion Date").

2. **Commencements and Completion**. Developer shall cause construction of the improvements to be commenced and to be prosecuted with due diligence and in good faith and without delay. Developer shall cause the improvements to be constructed in a good and workmanlike manner in material compliance with the Site Plan and Plans and Specifications, Exhibits "B" and "C", and the subsequent building plans, and in material compliance with all applicable laws, rules, permits, requirements and regulations of any governmental agency or authorities or the Riverway Business Park Covenants Review Committee, or their respective

successors, having or exercising jurisdiction over the Property or the improvements and will not cause, permit or allow any substantial deviations from the plans without the prior written consent of the City.

C. **Use of Acquisition Site**. The Acquisition Site shall be constructed by the Developer for Amerhart Ltd. to use as a lumber and building materials distribution facility and will be occupied by Amerhart Ltd. for this purpose, and which Site will provide similar or greater employment and which has no clearly identifiable adverse environmental impact. Any use of the Acquisition Site shall be in accordance with applicable local, state and federal laws and regulations, including but not limited to storm water retention and sewer codes, and in accordance with the Riverway Business Park Covenants.

D. **Changes in Construction Plans.** If the Developer desires to make any substantial change in the construction plans which significantly affects the appearance, function, or structural integrity of the Project, the Developer shall submit the proposed change to the City for its approval. If the construction plans, as modified by the proposed change:

1. Would not conform to the requirements of the PUD and Riverway Business Park Covenants;

2. Would not meet all applicable legal requirements; and

3. Would create a substantial change in the nature or aesthetics of the Project, then the City shall review the proposed change and notify the Developer in writing of its approval or rejection of the change; provided that if such change is not so approved or rejected within ten (10) working days of receipt of the submission to the City by the Developer, such change will be deemed approved.

E. **Contract Prohibitions.** Unless otherwise previously agreed by the City in writing or deemed approved in accordance with Section 5.D., all contracts let by Developer or Developer's contractor in connection with construction of the improvements shall contain a prohibition against any material change in the plans involving a structural, square footage, design change or other substantial change without the City's prior written consent or deemed consent being had thereto; such consent shall not be unreasonably withheld.

F. **Responsibility For Construction.** It is expressly understood that the Developer shall bear the sole responsibility of ascertaining whether or not the construction work was done in an appropriate manner consistent with this Agreement and consistent with any other requirements of this Agreement. The Developer acknowledges and understands that the City shall not have any obligation whatsoever with respect to construction of the Project, it being the sole responsibility of the Developer.

F. **Liability Insurance.** Developer or Developer's contractor shall procure and deliver to City at Developer's or such contractor's cost and expense, and shall maintain in full force and effect until each and every of the obligation of Developer contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, builder's risk insurance, worker's compensation insurance with liability coverage under the comprehensive liability insurance to be not less than one Million ($1,000,000.00) Dollars each occurrence and One Million ($1,000,000.00) Dollars total, all such policies to be in such form and issued by the current carrier utilized by the Developer and which carrier is licensed to do business in the State of Illinois, to protect City and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Project or the improvements or the construction and improvement thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to the City at least 30 days prior to any cancellation or amendment of its policy.

SECTION 6: REPRESENTATIONS OF THE DEVELOPER. The Developer represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

A. **<u>Non-Conflict or Breach</u>.** Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of or any offering or disclosure statement made or to be made on behalf of the Developer or of any restriction, agreement or instrument to which the Developer or any of its partners or venturers is now a party or by which the Developer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Project or upon any assets of the Developer, other than as anticipated to the Mortgagee, any related party, or any of its venturers under the terms of any instrument or agreement to which the Developer, any related party, or any of its partners or venturers is now a party or by which the Developer, any related party, or any of its venturers is bound.

B. **<u>Revenue Act Compliance</u>.** Developer certifies pursuant to 65 ILCS 5/11-42.1-1 that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

SECTION 7: ADDITIONAL COVENANTS OF THE DEVELOPER.

A. Sale of Property.

1. Developer represents and warrants that it will not, prior to the commencement of construction of the Project, except for the purpose of the securing a mortgage for the purpose of obtaining financing for the purchase of the Property and the construction of the Project and for utility easements, make or create any total or partial sale, assignment, conveyance, lease, trust or power or any other transfer ("Transfer") of the Property, or any portion thereof, or of this Agreement without the prior written consent of the City; provided, however, that as a condition of any such Transfer, the transferee must agree to be bound by the terms and conditions of this Agreement. Notwithstanding the foregoing to the contrary, Developer may lease the Project to Amerhart Ltd. on a net lease basis subject to compliance with the terms of this Agreement.

2. Developer may Transfer the entire Property and the Project from and after the Commencement Date and prior to the Completion Date with the prior written consent of the City, which consent shall not be unreasonably withheld; provided, however, that as a condition of such Transfer, the transferee must agree to be bound by the terms and conditions of this Agreement.

3. Notwithstanding the foregoing, the Developer shall not subdivide the Property or transfer less than all of the Property at any time without the consent of the City.

4. The City shall act reasonably and promptly in responding to any requests for Transfer under this Section 7A.

B. **Indemnification Covenants.**

1. The Developer agrees for itself, its successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising (i) from the conduct or management of Developer, or its employees, agents or contractors, or from any work or thing done by Developer, or its employees, agents or contractors on the Project, including, without limitation, the Inspections, (ii) any breach or default on the part of the Developer or its successors and assigns in the performance of any of its obligations under this Agreement, (iii) any act of negligence of the Developer or any of its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee, lessee or sublessee of the Developer, or any agents, contractors, servants, employees or licensees of any assignee, lessee or sublessee of the Developer, or (v) any violation by the Developer or any other person of state or federal securities law in connection with the offer and sale of limited partnerships in the Developer or any part of the Project. The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof, including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense

thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Developer.

SECTION 8: EQUAL EMPLOYMENT OPPORTUNITY. The Developer, for itself and its successors and assigns, agrees that during the construction of the improvements provided for in this Agreement that the following will apply:

A. **Non-Discrimination.** The Developer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. The Developer shall take affirmative action to insure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. **Advertising.** The Developer shall, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. **Non-Compliance.** In the event of the Developer's non-compliance with the non-discrimination clauses of this section, this Agreement may be canceled, terminated, or suspended in whole or in part.

SECTION 9: FURTHER ASSISTANCE AND CORRECTIVE INSTRUMENTS. The City and the Developer agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required from time to time, for carrying out the intention of or facilitating the performance of this Agreement.

SECTION 10: DELAY IN PERFORMANCE. For the purpose of any of the provisions of this Agreement, except with regard to payment of real estate taxes as provided herein neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the purchase of the Property, the preparation of the Property for development, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the purchase of the Property or of the Developer with respect to construction of the improvements as the case may be, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this section shall, within 60 days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and request an extension of the period of enforced delay. Any such extension shall be in writing and signed by the parties hereto.

SECTION 11: EVENTS OF DEFAULT AND REMEDIES.

A. **Events of Default.** The following shall be events of default with respect to this Agreement:

1. If any material representation made by the Developer in this Agreement, or in any certificate, notice, demand or request made by the Developer, in writing and delivered to the City pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Default in the performance or breach of any covenant, warranty or obligation of the Developer or the City in this Agreement; or

3. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect for the Developer in an involuntary case under the Federal Bankruptcy Laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed in and effect for a period of 60 consecutive days; or

4. The commencement by the Developer of a voluntary case under the Federal Bankruptcy Laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of such entity's property, or the making by any such entity

of any assignment for the benefit of creditors or the failure of the Developer in furtherance of any of the foregoing.

B. **Remedies on Default.**

1. Default in Construction of Improvements. In the event Developer defaults under the provisions of Section 5B of this Agreement with respect to completion of the Project, Developer shall, unless such construction is extended under the provisions of Section 10 or by agreement of the parties, the Developer shall reconvey the Acquisition Site to the City by Warranty Deed to the City upon the payment by the City to the Developer of the Purchase Price.

2. Specific Performance. The parties agree and acknowledge that the City, its successors or assigns, shall be entitled to a specific performance for breach of this Agreement. The specific performance shall not be exclusive, but shall be in addition to any other rights or remedies which the City may have for any such breach however, prior to any other claims for damages or the exercise of other rights or remedies including injunctive relief, the City must exhaust its remedy under specific performance.

3. Notice of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto or any successors to such party, such party or successor shall, upon written notice from the other, take immediate action to cure or remedy such default or breach, and, in any event, within forty-five (45) days after receipt of such notice provided that if said breach cannot be cured within the forty-five (45) days but the defaulting party diligently pursuing the same, then the time for cure shall likewise be reasonably be extended. If such course of action is not taken, or not diligently pursued, or the default or breach shall not be cured or remedied within a

reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure or remedy such default or breach.

4. Non-limitation of Remedies. This section shall in no way limit the remedies of the City and Developer pursuant to the other sections of this Agreement and pursuant to law and equity in the event of default by either party provided that no damages may be sought until all efforts at specific performance have been exhausted.

5. Rights and Remedies Cumulative. Subject to the limitations herein, the rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the other part. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

C. **Agreement to Pay Attorney's Fees and Expenses.** In the event a party should default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement as provided herein, the losing party agrees that it will, on demand therefore, pay to the prevailing party the reasonable fees of such attorneys and such other expenses so incurred by the prevailing party with respect to the issues upon which the prevailing party has prevailed.

D. **No Waiver By Delay.** Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City, with respect to any other defaults by the Developer under this section or with respect to any defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the City.

1. Any delay by the Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Developer should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact

made by the Developer with respect to any specific default by the city under this section be considered or treated as a waiver of the rights of the Developer, with respect to any other defaults by the City under this section or with respect to any defaults under any section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing by the Developer.

SECTION 12: PROVISIONS NOT MERGED WITH DEED. None of the provisions of this Agreement are intended to, nor shall they be merged by reason of any deed transferring title to the Property from the City to the Developer or any successor in interest, and said deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

SECTION 13: CONFLICT OF INTEREST. No member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with respect to which this Agreement shall apply.

SECTION 14: REAL ESTATE COMMISSIONS. Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent commissions in connection with this Agreement, and City and Developer each agree to indemnify and hold the other harmless from and against any and all claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Agreement or the transactions contemplated hereby, insofar as any such claim is based upon any conversation or contract with City or Developer, respectively.

SECTION 15: NOTICES. All notices required and provided for in this Agreement shall be sent to the following parties on behalf of the City and the Developer.

To the City:

Dennis Kief
City Manager
City Hall
111 S. Capitol Street
Pekin, IL 61554

with copies to Corporation Counsel.

To Developer:

Mark A. Kasper
President
AMERHART, LIMITED
2455 Century Road
Green Bay, WI 54303

All notices shall be run from the date posted, and all notices shall be by certified or registered mail.

SECTION 16: CONSTRUCTION OF AGREEMENT/VENUE. This Agreement shall be construed pursuant to the laws of the State of Illinois. As a substantial portion of the duties and obligations of the parties created hereunder are to be performed in Tazewell County, Illinois, it is agreed that 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.

SECTION 17: COUNTERPARTS. If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

CITY

CITY OF PEKIN, an Illinois municipal corporation

By:
Its Mayor

ATTEST:

By:
Its City Clerk

DEVELOPER

MARSHVIEW PROPERTIES, LLC,
a Wisconsin limited liability company

By: ______________________________
Mark A. Kasper, Managing Member

This Instrument Prepared By:
William P. Streeter
Assistant Corporation Counsel
109 So. Fourth St., P.O. Box 873
Pekin, IL 61555-0873 Telephone: (309) 346-4148

LIST OF EXHIBITS

Exhibit "A"	Legal Description of Acquisition Site
Exhibit "B"	Site Plan for Site
Exhibit "C"	Building Plans and Specifications

EXHIBIT "A" TO DEVELOPER AGREEMENT

Legal Description of Acquisition Site

A part of Block 3 of Riverway Park Subdivision, a subdivision of the West half of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of said Block 3; thence South 0°01'27" West along the Easterly right-of-way line of Heilman Street, a distance of 70.00 feet to the Point of Beginning of the tract to be described; thence continuing South 0°01'27" West along the Easterly right-of-way line of Riverway Drive, a distance of 30.10 feet; thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 178.89 feet, said curve having a chord bearing of South 07°30'45" East, for a distance of 178.38 feet to the Point of Beginning of the tract to be described, thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the left having a radius of 680.00 feet, for an arc length of 249.15 feet; thence in a Southeasterly direction along the Easterly right-of-way line of Riverway Drive, on a curve to the right having a radius of 1090.00 feet, for an arc length of 303.22 feet; thence South 89°59'17" East for a distance of 622.74 feet; thence South 00°02'18" West for a distance of 563.12 feet; thence South 89°59'17" East a distance of 358.51 feet; thence North 00°02'18" East for a distance of 884.69 feet; thence North 43°33'13" West for a distance of 614.32 feet; thence South 89°51'57" West for a distance of 86.55 feet; thence South 0°01'27" West for a distance of 276.22 feet; thence South 89°51'57" West for a distance of 720.15 feet to the Point of Beginning, containing 18.19 acres, more or less, situate, lying and being in the County of Tazewell and the State of Illinois.

Commonly known as _____ Riverway Drive

Part of PIN _________________

EXHIBIT "B" TO DEVELOPER AGREEMENT

<u>Site Plan for Site</u>

EXHIBIT "C" TO DEVELOPER AGREEMENT

<u>Building Plans and Specifications</u>

RESOLUTION NO. 110-05/06

PEKIN, ILLINOIS, June 13, 2005 19

RESOLUTION BY COMMISSIONER

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the City of Pekin enter into a certain Downstate Public Transportation Operating Assistance Agreement, contract # 3505 OP- 05-09-IL ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1, et seq.)

that Gregory J. Ranney, Public Properties Director of the City of Pekin is hereby authorized and directed to execute the Agreement on behalf of the City of Pekin.

that Gregory J. Ranney, Director of Public Properties for the City of Pekin is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the Grant.

SIGNED BY ______________________
MAYOR.

Illinois Department of Transportation
Division of Public and Intermodal Transportation
310 South Michigan Avenue / 16th Floor / Chicago, Illinois / 60604-4205

May 13, 2005

Mr. Greg Ranney
Director of Public Property
City of Pekin
1130 Koch Street
Pekin, IL 61554

RE: FY2005 State Operating Assistance Grant OP-05-09-IL, Contract #3505

Dear Mr. Ranney:

Enclosed are two copies of the above referenced grant agreement in the maximum amount of $68,819 to fund the state eligible portion of the City of Pekin's fiscal year 2005 operating expenses as submitted in its application.

Please have your authorized representative:

- *sign, but not date*, both copies of page 10 of the agreement;
- *sign and date* both copies of Exhibits B & C, and
- *return both copies of the grant agreement with exhibits attached and with original signatures, to the Department by June 3, 2005*, along with a completed legal opinion and board resolution authorizing this grant agreement.

Sample language for the legal opinion and board resolution are enclosed for your reference. Upon receipt of the partially executed agreements, we will secure department execution and return one of the fully-executed agreements to you for your files.

If you will not be able to return the partially executed agreements to the Department by the date requested above, or if you have any questions regarding this matter, please contact Nancy Stwora at (312) 793-2018 immediately.

Sincerely,

Thomas A. Ochal
Section Chief
Downstate Urbanized Areas

Enclosures

City of Pekin

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois, and am counsel and attorney for the City of Pekin ("Grantee"). In this capacity, my opinion has been requested relative to the eligibility of the Grantee for grant assistance under the provisions of the Illinois Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, contract #3505 OP-05-09-IL, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. You are hereby advised as follows:

1. The Grantee is an eligible "participant" as defined in the Act.

2. There are no provisions in the Grantee's charter or by-laws or in the statutes of the State, the United States of America, or any municipal ordinances, that preclude or prohibit it from entering into such Agreement.

3. The Grantee is fully empowered and authorized to enter into the aforementioned grant Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.

4. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts, which would adversely affect this grant contract, or which would prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible recipient under the provisions of the Acts, and that it is fully empowered and authorized to accept the grant from the State.

Signature: ______________________________

Date: ___________________________________

DOWNSTATE PUBLIC TRANSPORTATION

OPERATING ASSISTANCE GRANT AGREEMENT

between

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION

DIVISION OF PUBLIC TRANSPORTATION

AND

THE CITY OF PEKIN

Contract Number 3505

Grant Number OP-05-09-IL

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This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public Transportation (hereinafter the "Department"), and the City of Pekin (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois;

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services without prior written notification to the Department.

ITEM 2 - PROJECT BUDGET

Under the Act, the Department may enter into a grant agreement to implement Grantee's approved program of expenditures, within the following limitations: 1) not to exceed fifty-five percent (55%) of Grantee's eligible operating expenses incurred by the Grantee during fiscal year 2005 in the provision of such public transportation services as have been approved by the Department; and 2) in no event shall state funding under this Agreement together with any operating assistance received from any federal, state or local agency in fiscal year 2005 exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the amount of $68,819, subject to the limitations contained in this item, the Act and the Rules. The Approved Project Budget is shown in Exhibit A, attached to and incorporated into this Agreement.

In the event that combined state and federal operating assistance grants for fiscal year 2005 exceed Grantee's actual operating deficit, Grantee agrees to promptly request a decrease in its grant, and shall remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03) "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

ITEM 3 - SUBJECT TO APPROPRIATIONS CLAUSE

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

ITEM 4 - PAYMENT PROCEDURES

The Department shall make quarterly payments to Grantee for eligible operating expenses upon occurrence of the following conditions:

a) The Department receiving, 30 days before the start of a quarter, the required requisition forms and Estimated Quarterly Financial Report for that quarter (see Standard Forms), or, the Department receiving, 30 days after the end of a quarter, the required requisition forms and Actual Quarterly Financial Report for that quarter.

b) The Department receiving the Actual Financial Quarterly Report for the first, second, third and fourth quarters no later than December 1, March 1, May 1, and August 1 respectively (see Standard Forms).

c) The Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application.

The Department may make adjustments in the third and fourth quarters to reflect actual eligible operating expenses for preceding quarters. Grantee agrees that payment shall not constitute a final determination by the Department of the allowability of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 5 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses consist of the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee;

(f) equipment purchases which do not exceed $5,000;

(g) administrative costs associated with capital projects which are not reimbursed elsewhere;

(h) repairs to buildings, equipment or vehicles which do not extend the useful life of same;

(i) reasonable expenses and compensation for Grantee's board members or trustees; and

(j) any other expenditure which the Department determines is an eligible operating expense according to generally accepted standard accounting practices for public transportation operations.

ITEM 6 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include:

(a) depreciation;

(b) amortization or depreciation of any intangible assets;

(c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

(d) profit or return on investments;

(e) excessive payments to associated entities;

(f) any expense eligible for federal funding under a capital assistance program;

(g) costs reimbursed under Sections 6 or 8 of the Federal Transit Act, as amended (49 App. U.S.C.A. Sections 1605 and 1607) or under any other federal, state or local program;

(h) entertainment expenses;

(i) charter, school bus and sightseeing expenses;

(j) fines and penalties;

(k) charitable donations;

(l) interest expense on long-term borrowing and debt retirement other than on publicly-owned and facilities;

(m) income taxes;

(n) expenses associated with compliance with the Single Audit Act (31 U.S.C. 7501 et seq);

(o) expenses for freight haulage provided by Grantee;

(p) any expense reimbursed from insurance;

(q) maintenance of vehicles which are not used for public transportation or to support operations (e.g., supervisory and maintenance vehicles); and

(r) any other expense determined by the Department as ineligible.

ITEM 7 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three 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 or the Department (hereinafter "Auditing Parties"): and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties 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.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.

ITEM 8 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

ITEM 9 - GRANTEE'S INDEPENDENT AUDIT

Grantee shall select an independent Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee's audit must include a separate Schedule of Revenues and Expenses, as prescribed by the Department, for the grant made under this Agreement, which clearly identifies total expenditures and revenues, eligible expenses and revenues, and any operating deficit; and includes a final reconciliation statement of overpayments payable to or underpayments due from the State. Grantee's independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year.

ITEM 10 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review. Upon the Department's acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.

ITEM 11 - PROHIBITED INTERESTS

Grantee and its contractors shall not enter into any contract, subcontract or arrangement in connection with the Project, or any property included or planned to be included in the Project, in which any member, officer, or employee of Grantee, or the locality in which Grantee operates, during his or her tenure in office, or for one year thereafter, has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to Grantee and such disclosure is entered upon the minutes of the Grantee, the Grantee may, with the prior approval of the Department, waive the prohibition herein; provided however, that any such member, officer or employee shall not participate in any action by Grantee or the locality relating to such contract, subcontract or arrangement.

Grantee shall insert in all contracts related to the Project or to property included or planned to be included in the Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of (insert Grantee's name) or of (insert name of locality in which Grantee operates) shall have during his or her tenure, or for one year thereafter, any interest, direct or indirect, in this contract or the proceeds thereunder."

This Item shall not apply to any agreement between Grantee and its fiscal depositories, or to any agreement for utility services for which the rates are fixed or controlled by a governmental agency.

ITEM 12 - NON-COLLUSION

Grantee warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its application or execution of this Agreement.

No state officer or employee, or member of the Illinois General Assembly, or officer, employee or member of any unit of local government which contributes to Project funds, or immediate family member of any of the above, shall be admitted to any share or part of this Agreement or to any benefit arising thereunder.

ITEM 13 - CODE OF ETHICS

Grantee shall maintain a written code or standard of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer or agent of the Grantee shall participate in the selection, or in the award or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

1. the employee, officer or agent;
2. any member of his immediate family;
3. his or her partner; or
4. an organization which employs, or is about to employ, any of the above.

The code shall also provide that Grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. Grantee may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of intrinsic value.

To the extent permitted by state or local law or regulations, Grantee's code of ethics shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Grantee's officers, employees or agents, or by contractors or their agents.

ITEM 14 - UNLAWFUL DISCRIMINATION

A. Human Rights: Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. Sexual Harassment: The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

ITEM 15 - SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Exhibit B.

ITEM 16 - GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this

Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department: 1) an opinion of counsel, acceptable to the Department, that this Agreement is legally binding upon Grantee, and that there is no pending litigation concerning the authority of Grantee to enter into this Agreement; and 2) a certified copy of a resolution authorizing the execution of this Agreement.

ITEM 17 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit C.

ITEM 18 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 19 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

ITEM 20 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the

Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 21 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 22 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 23 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 24 - AMENDMENT

The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 25 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 26 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 27 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A, B and C, Grantee's Application for the fiscal year as approved by and on file at the Department, and the Standard Forms constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 28 - ETHANOL GASOLINE:

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 29 - TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Grantee certifies that 376002169 is the correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be made effective and executed as of the DND day of DO NOT DATE, ______, by their respective duly authorized officials. This Agreement shall remain in effect until the 30th day of June, 2005.

Accepted on behalf of the City of Pekin:

X______________________________ X______________________________
Signature of Authorized Representative Type or Print Name of Authorized Representative

X______________________________
Type or Print Title of Authorized Representative

Accepted on behalf of the State of Illinois, Department of Transportation:

____
Secretary of Transportation

EXHIBIT A

The City of Pekin

Fiscal Year 2005 Operating Budget

System Expenses	
Eligible Expense	$201,135
Ineligible Expense	0
Total Expense	$201,135
System Revenue	
Farebox	11,224
Other Revenue	0
Local	0
Federal	121,092
State Operating Assistance	68,819
Total Revenue	$201,135

EXHIBIT B

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

The City of Pekin

X ______________________________
Signature of Authorized
Representative

X ______________________________
Title

X ____________
Date

EXHIBIT C

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's 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 such contract or grant, 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 five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's 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 an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

<u>The City of Pekin</u>

X ______________________________
Signature of Authorized Representative

X ______________________________ X____________
Title Date

Pekin
VISITORS BUREAU

Grant Application

Please select the grant for which you are applying:

- [x] Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or $5,000.00, whichever is less)
- [ ] Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or $500.00, whichever is less)

Organization Name: McNaughton Park Trail Runs

Contact Person: Andy Weinberg

Address: 708 Washington Street, Pekin, IL 61554

Phone: 309-346-3601 Fax: 309-477-4372 Email: aweinberg@pekinhigh.net

Is the organization certified not-for-profit:

Event Description:

Event Name: 6th Annual McNaughton Park Trail Runs

Description: Trail Running Event - 30 miles, 50 miles, and 100 miles

Location: McNaughton Park

Date: 4/14 - 4/16 Start Time: 6:00 a.m. Saturday End Time: 6:00 p.m. Sunday

Food and beverages available: yes

Do you have an authorized liquor license? NO

Describe the alternate plan if inclement weather occurs: N/A

Event Attendance:

Number of attendees: 250 - 300 Number of guests staying in Pekin Hotels: Approx. 125 rooms

Number of Hotel Rooms blocked: 125 Distance guests will travel (in miles): 3000 miles

Describe how this event will bring visitors to Pekin: ultra distance runners are a different breed and they are willing to travel. Pekin hosts one of 34 100 mile running races in America.

Describe any 'spin off' local events from overnight guests:

Event History:

Number of years this event has been held: 5

Number of attendees last year: 192 Runners Approx. 250 people total Number of guests staying in Pekin Hotels last year: 117 rooms

List the profit or loss for last year's event: LOSS

Publicity:

What methods will this event be publicized (attach a marketing plan if available): Internet Running Sites. Running Publications

Please check what kind of media coverage you expect to attract:

☒ Local ☒ Regional ☒ State ☒ National ☐ International

Budget:

Total amount requested from the Pekin Visitor's Bureau: MAX you'll give me.

(For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1 3 total cost of event, or $5,000.00, whichever is less. For Pekin nonprofit groups planning a community event, amount is not to exceed $500.00)

Please specify the use of funds being requested: clothing, Awards, insurance, entertainment, toilets, food, water, cooking essentials, shelter, wood, screen printing, coarse marking material, reflective tape, glow sticks, gas, advertising, mailings, web fees,

Please attach a copy of your detailed budget, listing all expenses and other revenue sources, and a copy of your proof of matching funds.

Submitted by: Andy Weinberg Date: 5/3/05

For Office Staff:

☒ Grant approved in the amount of: $4362 ☐ Grant Denied:

(list amount and date approved) *(list date denied)*

Signed by: Emily Lambe Date: 5/20/05

Pekin Visitor's Bureau Commission Comments:

This is 1/3 of his total expenses - the most that can be requested for a grant. Because it is over $2500, the grant needs Council Approval.

Distribute to: ☐ City Clerk ☐ Police Chief ☐ Fire Chief ☐ Accounting

EL 100-008-5-731-00

McNaughton Park Trail Runs
2006 Budget

Shirts and Jackets for Runners - $5,000.00
Shirts for volunteers - $250.00
Insurance for the weekend - $450.00
Bib Numbers - $80.00
Toilets - $320.00
Aid Station Food - $2,500.00
Aid Station Supplies - $500.00
Course Markings - $25.00
Night Course Markings - $100.00
Grooming Equipment and Repairs - $250.00
Wood - $150.00
Screen Printing - $400.00
Awards - $2,500.00
Mailings - $200.00
Music/Entertainment - $100.00
Website - $100.00
Online Registration Program - $80.00
Gas - $100.00
Lights - $100.00
Advertising - $250.00
Timing - $200.00
Radio Communication - $150.00

Total Budget - $13,805.00

Optional
Generator - $300.00
EMT Services - $300.00 - $600.00

Note: Advertising, Shirts and Clothing, and Awards can all be higher depending on how much money is left over. I would like to spend more on advertising and awards but financially I can't.

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

May 17, 2005

Mr. Dennis Kief
City of Pekin
111 S. CApitol St.
Pekin, IL 61554

ATT Dear City Clerk:

RE: Agreement for Maintenance of Municipal Streets

The State of Illinois, acting through its Department of Transportation, wishes to enter into an Intergovernmental Agreement for the Municipal Maintenance of State Highways with your municipality. The new agreement would become effective on July 1st, 2005. Thereafter, the agreement would be extended by mutual agreement between this Department and your municipality in 12-month increments through June 30th, 2015.

A new computation sheet(s) for FY2006 is enclosed. The adjustment factor used to determine the rates of compensation shown on the Computation Sheet is 4.29. In addition, the computation sheet has been reviewed to insure your municipality is being compensated correctly for the state highways it maintains.

The Department will reimburse your municipality $64,454.98 as compensation for the satisfactory maintenance and operation of the streets in accordance with the terms of this new Agreement

Please return both copies of this Agreement to this office for further processing. If you have any questions or if we can be of any assistance, please contact Mr. Cliff Williams at (309) 671-4485.

Very truly yours,

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

CW:bh\s:\mgr1\winword\operatn\sd servicedevelopment\sd municipalagree save all\05pekinl.doc

Enclosure

cc: File

Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name City of Pekin		
Address 111 South Capitol Street		
City, State, Zip Pekin, IL 61554-4108		
Remittance Address (if different from above)		
City, State, Zip		
Telephone Number (309) 477-2305	Fax Number (309) 346-2095	FEIN/TIN 300006840

Brief Description of Service (full description specified in Part 5) **Local Agency Maintenance of State Highways**			
Compensation Method (full details specified in Part 6)	Travel Expense ☐ Yes ☒ No	[redacted]	Agreement Term From: **July 1, 2005**
Total Compensation Amount **$64,454.98**	Travel Amount **$0.00**	Advance Pay ☐ Yes ☒ No	To: **June 30, 2015**

Required Signatures

By signing below, Governmental Body and Department agree to comply with and abide by all provisions set forth in Parts 1-6 herein and any Appendices thereto.

For The Governmental Body:

Signature of Authorized Representative | Type or Print Name of Authorized Representative | Date

For The Department:

Deputy Director of Highways, Region Engineer, | Chief Counsel (Approved as to form)

Victor A. Modeer, Director, Division of Highways | Robert J. Millette, Director of Finance & Administration

Timothy W. Martin, Secretary of Transportation | Date

Illinois Department of Transportation

INTERGOVERNMENTAL AGREEMENT

FOR

MUNICIPAL MAINTENANCE OF STATE HIGHWAYS

This Agreement is by and between

City of Pekin
Please type or print legibly GOVERNMENTAL BODY'S legal name and address
111 South Capitol Street
Pekin, IL 61554-4108

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Specific Provisions
Part 4	Scope of Services/Responsibilities
Part 5	Compensation for Services
Part 6	Computation Sheet – Municipal Maintenance

PART 1
SCOPE / COMPENSATION / TERM

A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree to operate and maintain the streets covered by this agreement in the best interests of the people of the State of Illinois.

B. **Compensation.** Compensation (if any) shall be as specified in Part 5.

C. **Term of Agreement.** The term of this Agreement shall be from **July 1, 2005** to **June 30, 2015.**

D. **Amendments.** All changes to this Agreement must be mutually agreed upon by DEPARTMENT and GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

E. **Renewal.** This Agreement may be renewed upon written agreement by the parties.

PART 2
GENERAL PROVISIONS

A. **Changes.** If any circumstance or condition in this Agreement changes, GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

B. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

C. **Non-Appropriation.** This Agreement is subject to termination and cancellation in any year for which the General Assembly or the United States Congress fails to make an appropriation to make payments under the terms of the Agreement.

D. **Records Inspection.** The DEPARTMENT or a designated representative shall have access to GOVERNMENTAL BODY'S work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

E. **Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

F. **Subcontracting/Selection Procedures/Employment of Department Personnel.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

Competitive selection procedures shall be used for products or services having a total value of more than $10,000. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The procurement through solicitation of a proposal from only one source is allowed only if the products or services are available only from a single source; the DEPARTMENT authorizes such a procedure; or, after solicitation of a number of sources, competition is determined inadequate. The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

PART 3
SPECIFIC PROVISIONS

A. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in Part 6 Compensation for Services. All non-labor costs, if allowable, shall be listed and itemized.

Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Region 3, District 4 Bureau of Operations

All invoices shall be signed by an authorized representative of the GOVERNMENTAL BODY.

B. Billing and Payment. All invoices for services performed and expenses incurred by GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than ***July 31*** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to GOVERNMENTAL BODY on invoices presented after said date. Failure by GOVERNMENTAL BODY to present such invoices prior to said date may require GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

C. Termination. If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the **Department** may terminate the Agreement by giving **thirty (30)** days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. Location of Service. Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. Ownership of Documents/Title to Work.

[Not applicable to this Agreement.]

F. Software.

[Not applicable to this Agreement.]

G. Confidentiality Clause.

[Not applicable to this Agreement.]

H. Reporting/Consultation. The GOVERNMENTAL BODY shall notify and consult with the DEPARTMENT as described in Part 5.

I. Travel Expenses. No expenses for travel, lodging, or per diem shall be paid by the DEPARTMENT pursuant to this Agreement.

J. Indemnification. Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

K. Equal Employment Opportunities, Affirmative Action, Sexual Harassment. The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

PART 4
SCOPE OF SERVICE/RESPONSIBILITIES

The GOVERNMENTAL BODY agrees to operate and maintain specific portions of the State Highway system including, but not limited to, all routine surface and pothole repairs, temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, cleaning and litter pickup, snow and ice control and all other routine operational services. Median maintenance, when applicable, shall consist of sweeping, litter pickup, mowing and routine surface repairs.

In addition, the GOVERNMENTAL BODY agrees to permit no cuts or openings in the curbs or pavements of the streets covered by this agreement without prior written approval of the DEPARTMENT. The GOVERNMENTAL BODY will take all necessary measures (including legal action) to require utility owners or permit holders to restore, repair, adjust and maintain any and all pavement cuts, curb openings, utility frames and municipal frames and grates or covers disturbed by settlement, construction or repair under permit. Said restoration, repairs, adjustments and maintenance will be performed by the utility owner or permit owner at no expense to the DEPARTMENT in a manner that meets the DEPARTMENT'S regulations and standards.

The GOVERNMENTAL BODY agrees that, except in extreme emergencies, it will not undertake or authorize repairs not covered by this agreement, at the expense of the DEPARTMENT, without securing prior written approval of the DEPARTMENT.

PART 5
COMPENSATION FOR SERVICES

A. Cost. The DEPARTMENT shall calculate eligible compensation for services in accordance with the Bureau of Operations Maintenance Policy Manual, Section 11 – Municipal Maintenance of State Highways.

   The DEPARTMENT will pay the GOVERNMENTAL BODY in quarterly installments, on or about September 30, December 31, March 31 and June 30 of each fiscal year(July 1st through June 30th), subject to an inspection for satisfactory maintenance and operation of covered streets by the DEPARTMENT.

B. Billing. The GOVERNMENTAL BODY shall submit to the DEPARTMENT an Invoice Voucher in the amount of one-quarter of the annual payment, according to the calculations of lane miles in Part 6, Computation Sheet – Municipal Maintenance. The Invoice Voucher shall be sent to the following address:

   Illinois Department of Transportation
   Region 3, District 4
   Attn: Operations Services Section Chief

C. Escalation. Subject to availability of funds, the DEPARTMENT will adjust the rate of compensation annually (beginning July 1) for the second and subsequent 12-month period to reflect changes in miles maintained and costs. The cost adjustment factor used to determine the rates of compensation will be the percent change of the Construction Cost Index published in the Engineering News Record for the preceding calendar year.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

DISTRICT #4
CITY OR VILLAGE - Pekin

For the Period
Beginning July 1, 2005 Ending June 30, 2006

CITY OF PEKIN COMPUTATION SHEET - MUNICIPAL MAINTENANCE FY06

ROUTE	SECTION	STREET NAME	FROM	TO	TOTAL WIDTH	BUILT BY	WIDTH	NO. LANES	LOCATION	LENGTH IN FEET	LANE MILES	ADT PER LANE	SOURCE	RATE PER LN MI.	ADJ. FACTOR	SUB-TOTALS	ROUTE TOTALS
Ill 9		One Way EB															$0.00
		Margret	Second	Fifth	40' & var	C/S	28	2 of 3	left/center	1854	0.7	2144	2002	439	4.29		$1,318.32
		Margret	Fifth	court & Eighth	40' & var	C/S	30	2 of2		1079	0.41	3200		510	4.29		$897.04
ILL 9		One Way WB															$0.00
		Eighth	court	Broadway	60'	C/S	30'	2 of4	Center	300	0.11	2175		443	4.29		$209.05
		Eighth	Broadway	Ann Eliza	30' & var	C/S	30'	2 of 2	All	300	0.11	2175		443	4.29		$209.05
		Ann Eliza	Eighth	Fifth	30'	C/S	30'	2 of 2	All	1253	0.48	2800		490	4.29		$1,009.01
ILL 9/29		Ann Eliza	Fifth	Second	36'	C/S	24'	2 OF 3	left/center	1854	0.7	2656	2002	483	4.29		$1,450.45
		Second	Ann Eliza	Margaret	40'	C/S	40'	3 of 3	All	240	0.14	1616	2002	387	4.29		$232.43
ILL 9		Two-Way															$0.00
		Court	Eighth	160' W. of Hilltop rd.	52'	C/S	10' &11'	5 of5	Center	10610	10.05	4160		558	4.29		$24,057.89
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)	52'	C/S	10' &11'	2 of 4	Center	6072	2.3	4358		568	4.29		$5,604.46
		Court	300' W. of Pwy	300' W. of Cottage Grove Ave.			4' &var	C & G		600	0.11			330	4.29		$155.73
		Court	160' W. of Hilltop Drive	TR93A (Mall Rd.)			4' &var	C & G		6072	1.15			330	4.29		$1,628.06
ILL 29		Second	Koch	3rd St. Connection	40'	C & S	24'	3 of 3	Center	4900	2.79	5007	2002	600	4.29		$7,181.46
	Lt. Turn	Second	N. of Derby				12'	1		210	0.04	2500	2002	475	4.29		$81.51
	Rt. Turn	Second	S. of Derby				12'	1		200	0.04	2500	2002	475	4.29		$81.51
		Second	3rd St connection	Washington	var	C & S	10'-12'	4 of 4		500	0.38	3950	2002	548	4.29		$893.35
		Second	Franklin	3rd St.	var		4' & var	raised		1000	0.19		2002	330	4.29		$268.98
		Second		Washington			21'	1		200	0.04	1300	2002	355	4.29		$60.92
		Second	Washington	Franklin	var	C & S	10'-12'	4		500	0.38	3950	2002	548	4.29		$893.35
		Second	Franklin	Magaret	40'	C & S	12'	3 of 3		2550	1.45	3867	2002	543	4.29		$3,377.73
		Second	Magaret	Ann Eliza	40'	C & S	12'	3 of 3		220	0.13	1616	2002	387	4.29		$215.83
	Lt. Turn	Second		Court St.			12'	1		250	0.05	3000	2002	500	4.29		$107.25
		3rd st.	2nd st connection	Margaret	30'	C & S	12'	2 of 2		2940	1.11	2500	2002	475	4.29		$2,261.90
	Lt. Turn	3rd st.		Margaret		C & S	12'	1		150	0.03	1500	2002	375	4.29		$48.26
ILL 9		3rd st.	Margaret	Ann Eliza		C & S	12'	2 of 2		220	0.08	3150	2002	508	4.29		$174.35
ILL 29		Fifth	Ann Eliza	Charlotte	40'	C & S	36'	3 of 3		1576	0.9	4367	2002	568	4.29		$2,193.05
		Fifth	Charlotte	Eight			38'	3 of 3		513	0.29	6000	2002	620	4.29		$771.34
		Fifth	Margaret	Ann Eliza			24'	2 of 2		200	0.08	4900	2002	595	4.29		$204.20
	Lt. Turn	Fifth	S of Ann Eliza				10	1		100.	0.02	1600	2002	385	4.29		$33.03
	Lt. Turn	Fifth	N. of Margaret				10'	1		100	0.02	3900	2002	545	4.29		$46.76
	Median	Fifth	Eighth	Ann Eliza			10' & var	flush		2164	0.41		2002	165	4.29		$290.22
		Eighth	Fifth	4'N of Colidge Ave.	60'	C & S	58'	5 of 5		3700	3.5	4320	2002	566	4.29		$8,498.49
									TOTAL	Lane mile	13.47			Total amount			$64,454.98

City of Pekin
Street Department

Memo

To: City Council

From: David F. Pagliaro Superintendent of Streets
111 South Capitol Street
Pekin, Illinois 61554 – 3260
309 – 477 –2325 (Phone) 309 – 477-2322 (Fax)
dpagliaro@ci.pekin.il.us

CC: City Clerk

Date: 6/7/2005

Re: 2005 Street Maintenance Bids

At 10 A.M. this morning bids were opened for the 2005 Street Maintenance (Seal Coating) Program. The following bid were received:

R.A. Cullinan & Son	***$690,495.32***
Engineers Estimate	***$703,798.60***

Inasmuch as the low bid received is $13,303.28 under our estimate, I would recommend that the bid be accepted and the contract awarded to R.A. Cullinan & Son, Inc. in the amount of $690,495.32

Illinois Department of Transportation

Tabulation of Bids

County	Tazewell	Date	6/6/2005
Municipality or Road District	Pekin	Time	10:00 A.
Section	05-00000-01-GM1	Appropriation $	600,000.00
Estimate $	703,798.60	Attended By	Ken Park

Proposal Guarantee

Terms

Item No. or Group	Items	Delivery	Unit	Quantity	Approved Engineers Estimate Unit Price	Approved Engineers Estimate Total	R.A.Cullinan & Son P.O. Box 166 Treat Tremont, IL 61568 Unit Price	R.A.Cullinan & Son Total	Unit Price	Total	Unit Price	Total
1	Seal Coat Aggregate		Tons	6072	$65.00	$394,680.0	$59.90	$363,712.80				
2	Bituminous Materials (Seal		Gals.	220799	1.40	$309,118.6	1.48	$326,782.52				
Total Bid	As Read											
	As Corrected					$703,798.60		$690,495.32				

BLR 6106 (Rev. 7/2000)

City of Pekin
Street Department

Memo

To: Dennis Kief

From: David F. Pagliaro Superintendent of Streets
Supervisor of Vehicle Maintenance Department
111 South Capitol Street
Pekin, Illinois 61554 – 3260
309 – 477 –2325 (Phone) 309 – 477-2322 (Fax)
dpagliaro@ci.pekin.il.us

CC: City Clerk

Date: 6/9/2005

Re: Street Maintenance

We have $600,000 in MFT fund for the 05 Street Maintenance. We also have $170,000 earmarked for Street Maintenance for 05, for a total of $770,000.

Inasmuch as the Street Maintenance bid came in at $690,495.32 and the Heating and Scarifying bid (in conjunction with the City of Peoria) came in at $30,680, for a total of $721,175.32, this could possibly leave us with roughly $48,824.68 to the good.

Mr. City Manager, if there is a positive balance, I request that we use this money to either add streets to our seal coating list, to get a jump start on next years Street Maintenance, or we attempt to Heat and Scarify a few more streets, with seal coat cover. I have a few other streets in mind also

City of Pekin
Street Department

Memo

To: City Council

From: David F. Pagliaro Superintendent of Streets
Supervisor of Vehicle Maintenance Department
111 South Capitol Street
Pekin, Illinois 61554 – 3260
309 – 477 –2325 (Phone) 309 – 477-2322 (Fax)
dpagliaro@ci.pekin.il.us

CC: City Clerk

Date: 6/7/2005

Re: Tazewell County Sheriffs Department and Tazewell County Headstart Maintenance Agreements

---

This is our yearly agreement with Tazewell County Sheriffs Department and Tazewell County Headstart. This is to do the Maintenance work on all of their vehicles.

This Agreement reflects a hike in the hourly rate ($48.75 to $50.00/per hour) to bring them in line with what we charge in house for vehicle Maintenance work.

VEHICLE MAINTENANCE AGREEMENT

This Agreement is entered into this _______ day of _____ 2005, by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWELL COUNTY, Illinois.

WHEREAS, the City of Pekin and Tazewell County desire to set forth their agreement regarding maintenance and repair of Tazewell County vehicles by the City of Pekin; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 22011-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the maintenance and repair of Tazewell County's and the City of Pekin's vehicles is essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** This Agreement shall begin on June 1, 2005 and terminate on May 31, 2006. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

2. **Repairs and Maintenance of Vehicles.** When service or maintenance on its vehicles is needed, Tazewell County will deliver its vehicles to the City of Pekin's facility at 1 130 Koch, Pekin, Illinois for such repair and maintenance. Each time Tazewell County delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed. All such authorizations shall be executed by_________________. Any additional

work may be performed only with the prior written approval of the Tazewell County Sheriff, Chief Deputy, or Captain in charge of vehicle maintenance. All repairs and maintenance shall be performed in a workmanlike manner.

3. **Costs and Payment.** Repairs and maintenance shall be billed at the rate of $50.00 per hour, plus parts. Parts shall be billed at cost plus twenty-five percent (25%) of cost. The City of Pekin shall bill Tazewell County monthly. Tazewell County shall pay all such invoices within thirty (30) days of receipt.

4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell County's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell County for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case whether occasioned by any repair or maintenance performed by, or failed to be performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **Notices.** Notices shall be deemed delivered (a) when delivered if by personal delivery, (b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by a reputable private overnight

mail or delivery for, and other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin
City Manager
City Hall
111 S. Capitol Street
Pekin, IL 61554

Tazewell County

Attn: ____________________

____
Pekin, IL 61554

CITY OF PEKIN, an Illinois Municipality	TAZEWELL COUNTY, ILLINOIS
By: ____________________	By: ____________________
Its: ____________________	Its: ____________________
ATTEST:	ATTEST:
By: ____________________	By: ____________________
Its ____________________	Its: ____________________

VEHICLE MAINTENANCE AGREEMENT

This Agreement is entered into this _______ day of______2005, by and between the CITY OF PEKIN, an Illinois municipal corporation and TAZEWELL COUNTY HEADSTART.

WHEREAS, the City of Pekin and Tazewell County desire to set forth their agreement regarding maintenance and repair of Tazewell County vehicles by the City of Pekin; and

WHEREAS, the 1970 Illinois Constitution (Article XII, Section 10) and the Illinois Compiled Statutes (5 ILCS 22011-220/8) provide authority for intergovernmental cooperation; and

WHEREAS, the maintenance and repair of Tazewell County's and the City of Pekin's vehicles is essential to providing their respective services and may be obtained more effectively and economically on an area wide basis and by joint efforts and resources.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Term.** This Agreement shall begin on June 1, 2005 and terminate on May 31, 2006. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

2. **Repairs and Maintenance of Vehicles.** When service or maintenance on its vehicles is needed, Tazewell County Headstart will deliver its vehicles to the City of Pekin's facility at 1 130 Koch, Pekin, Illinois for such repair and maintenance. Each time Tazewell County Headstart delivers a vehicle, the vehicle shall be accompanied by a written authorization describing the work to be performed. All such authorizations shall be executed by Vicki Willis. All repairs and maintenance

shall be performed in a workmanlike manner.

3. **Costs and Payment.** Repairs and maintenance shall be billed at the rate of $50.00 per hour, plus parts. Parts shall be billed at cost plus twenty-five percent (25%) of cost. The City of Pekin shall bill Tazewell County Headstart monthly. Tazewell County Headstart shall pay all such invoices within thirty (30) days of receipt.

4. **Limitation of Liability.** The City of Pekin shall not be liable for loss of or injury to Tazewell County Headstart's vehicles resulting from fire, flood, or other act of God, nor for an amount in excess of the amount of the repairs or maintenance on such vehicle. The City of Pekin shall not be liable to Tazewell County Headstart for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with the City of Pekin's performance of or failure to perform its obligations hereunder, including but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost capital, or claims of constituents, in each case whether occasioned by any repair or maintenance performed by, or failed to be performed by, the City of Pekin or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

5. **Notices.** Notices shall be deemed delivered (a) when delivered if by personal delivery, (b) as indicated on the receipt when mailed U.S. Postal certified mail, return receipt requested or (c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery for, and other than personal delivery, shall be delivered to the parties at their following addresses:

The City of Pekin
City Manager
City Hall
111 S. Capitol Street
Pekin, IL 61554

Tazewell County

Attn: ________________

____
Pekin, IL 61554

CITY OF PEKIN, an Illinois Municipality

By: ____________________
Its: ____________________

ATTEST:

By: ____________________
Its ____________________

TAZEWELL COUNTY HEADSTART

By: ____________________
Its: ____________________

ATTEST:

By: ____________________
Its: ____________________