City of Pekin
AGENDA

REGULAR COUNCIL MEETING OF MAY 9, 2005
5:30 P.M.

(Council pictures @ 5:00 p.m. staff pictures following)

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. APPROVAL OF MINUTES
Special Meeting of April 26, 2005
Regular Meeting of April 18, 2005

IV. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Presentations to Councilmen

V. ADJOURN SINE DIE

SWEARING IN OF NEWLY ELECTED COUNCIL
Presentation from New Councilmen

REGULAR COUNCIL MEETING OF MAY 9, 2005

I. ROLL CALL

II. APPROVAL OF AGENDA

III. PUBLIC INPUT ON AGENDA ITEMS

IV. CONSENT AGENDA
1. Receive and File Monthly Reports: Inspections, Liquor Commission, Liquor Commission, Tazewell County Animal Control

2. Charitable Solicitation: Pekin Amateur Hockey Association Tag Days – September 24 and 25, 2005
   Boys and Girls Club Tag Day Soccer and Basketball May 14, 2005
   Benefit for Lonnie Allen

3. Receive and File Downstate FY 2006 State of Illinois Operating Assistance Application

4. Receive and File Correspondence Illinois Energy Star Home Program

V. COMMUNICATIONS, PETITIONS, REPORTS

Animal Control Hearing Officer – Commissioner Maddox Designee (LH)

VI. NEW BUSINESS

1. Agreement for Construction Maintenance and Operation of Boat Access Area. (DK)

2. Engineering Agreement with STS, Consultants, Inc. – Boat Access (DK)

3. Quote for Demolition of 1102 Market Street (JW)

4. Pearl Maintenance Agreement (BR)

5. Resolution No. 104-05/06 - Authorizing the SFOOR Grant/Incumbency Certificate (PA)

VII. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Announcement: Glass no longer in Recycling Program

Public Questions

Press Time

VIII. EXECUTIVE SESSION

Sale of Property ILCS 120/2 (c) 6.

IX. ADJOURNMENT

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PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD EAGLES LODGE 274 DERBY STREET
ON TUESDAY, APRIL 26, 2005 AT 7:00 O'CLOCK P.M.

PRESENT: COMMISSIONER MADDOX AND MAYOR HOWARD

ABSENT: COMMISSIONERS JONES, MASSAGLIA, RICHMOND

****

A Special Meeting was called by Mayor Howard and Council and agenda posted. The purpose of the meeting was for the Mayor to speak at an Open Community Forum during the Southside Business Associations regular dinner meeting.

The meeting was called to order at 7:00 p.m. by Mayor Howard.

The following members of Council were present for roll call: Mayor Howard and Commissioner Maddox. A quorum was present.

Communications, Petitions, Repots

Mayor Howard introduced Commissioner Maddox, City Manager Dennis Kief, City Clerk Sue McMillan, Ron Sieh Code Enforcement Officer, Pam Anderson Community Development Director, Councilmen-elect, Thomas Blanchard and Daryle Dagit.

Mayor Howard explained to the members in attendance that meeting together, the Association and City could work together to find solutions to concerns of the Derby Street area.

City Manager Dennis Kief explained the municipal government structure of the City of Pekin and summarized the City's over 4.5 million-dollar involvement in relief of sewer problems since 1996. The projects in the Derby Street area included televising of sewer, root removal, and redirected lines to address sewer issue at Cornick Concrete.

The Manager and the Mayor fielded questions from the audience.

Resident questioned reason for Tax Increment Financing District on the West side of the River when the south side of Pekin has been doing without for many years. Mayor Howard explained creating the TIF would give more security to what development would take place in the future on the West side of the river and protect the large investment of the new riverfront park on this side of the river.

Discussion followed on a suggestion to create of a TIF to include Riverway Business Park new extension as well as some of the residential area and business district along Derby so that lighting, sidewalks, streets and sewer issues would be addressed.

Tom Blanchard expressed opposition to annexation and plans for corporate limits in Peoria County. He felt other issues needed to be addressed. Further discussion followed on basis of forming a TIF District and distinction of blighted area and unemployment.

Commission Maddox confirmed the intention of staff to be able to control what was developed on the farmland. Daryl Dagit stated he would support a new TIF if there was a clear in and out plan for development. Mayor Howard told the group of plans for certain areas for new sidewalks this year under the Community Development Block Grant for low/moderate income. He advised that the City also has co-pay arrangement to participate in sidewalk costs.

The association was invited to contact the City with any additional issues and concerns that face the group.

There was no action taken by Council.

There being no business to come before e the Council, motion was made by Commissioner Maddox and seconded by Mayor Howard that Council adjourn. Motion carried by voice mail.

COUNCIL ADJOURNED AT 8:15 P.M.

Sue E. McMillan
City Clerk

FIDLAR & CHAMBERS CO., ROCK ISLAND, ILLINOIS CS-10

STATE OF ILLINOIS
County of ________________ } ss.

OATH OF OFFICE

I, ____, having been ______________
(elected or appointed)

to the office of ________________________________ in the ________________________

of ____________________________ in the County of ____________________________ and
State of Illinois, do solemnly swear, or affirm, that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of ____ to the best of my ability.

____

Signed and sworn to (or affirmed) before me on ____________________________________

____

____

IV.1.

Inspection Meeting
April 27, 2005

Following are the minutes of the meeting with follow up comments if any (in red):

1. Mark R. – has found several types of electrical detectors to do the JULIE's for street lighting and will talk with the CILCO locator to see if which will give the best results. Has been working on getting a vehicle removed at 1207 State without results. Problem with getting it set up for towing is that there is a good vehicle behind it and we don't want to have to move it. (will discuss with lawyers for suggestions). He will get with the lady at Westgate Apartments on supposed electrical problems.
2. Jack S. – everything going fine.
3. Juanita V. – everything is going fine.
4. Larry S. – asked that call-ins for inspections be sent by email. Asked about staff minutes since they haven't seen any in several weeks. Thanked everyone for their work on getting the contract resolved and the raises.
5. Ron S. – stated that complaints have started coming in again stating that the inspectors are being rude or through elected officials. Most of these are from people who are continually causing problems and refusing to comply with the codes. Asked how the help from the police is supposed to work on the after hours parking in yards. (Explained that we are to give the police a list and tags and they will issue them at night). Checked with Juanita on the annual publishing of the grass code. (She will get it to the paper today.)
6. Joe W. – handed out new form to be used for rezoning applications and asked that it be looked over for changes. Said that several issues that are being worked on will be discussed with the lawyer today. Requested that everyone look over the checklists so they can be updated as well as the project list.

NOTE:
Next meeting May 11, 2005

City of Pekin

LIQUOR COMMISSION MINUTES

THURSDAY, APRIL 21st, 2005
4:00 P.M.
CITY HALL WEST CONFERENCE ROOM

Roll Call
Roll was called and the following members were present: Chairman Roy Bockler, David Eitenmiller, John McCabe, Gary Allen, Don Nell, and Fire Chief Chuck Lauss

Also present: Attorney Sue Bosich and Deputy Chief Jim Brecher standing in for Police Chief Tim Gillespie.

Chairman Bockler opened the meeting at 4:01pm.

Approval of Agenda
Motion by Eitenmiller, seconded by Nell that the Agenda of April 21st be approved as presented. Motion carried by voice vote.

Chairman Bockler asked if there were any questions or corrections to the April 14th minutes, they were pretty lengthy. Allen had questions on the Clubs getting a list of all the members on their boards, thinks it's too much, don't care who the members are. Bockler explained how the Code is written. Attorney Bosich stated they are suppose to give a list of the members by State Statute. Allen would like this to be omitted. Background check on all members. Chairman Bockler stated that the only background check would be the license holder or the manager of the establishment. Eitenmiller suggested letting Clubs know that this information is to be made known if it's called for and just reinforce the fact and be made available if the need arises. Chairman Bockler to defer this discussion to New Business. Any other issues, corrections or comments on the minutes that were written.

Approval of Minutes
Chairman Bockler obtained the motion to approve the minutes as submitted. Motion by Eitenmiller, seconded by Lauss that the minutes of April 7th be approved as presented. Motion carried by voice vote. Motion by Eitenmiller, seconded by Lauss that the minutes of April 14th be approved as presented. Motion carried by voice vote.

New Business

1) Attorney Bosich explained “How A Hearing Works”. Two violations at Ol’ Dad’s, one may not be enough for violations. Sunset lanes have two violations, but possibly only Ol’ Dad’s for the Hearing on April 28th, 2005.

Starts by identifying all the parties, there will be a court reporter, everyone sworn in at the beginning, prosecution starts off, call any witnesses that we have, ask questions, the Commissioner can ask questions, the Liquor Commission can ask questions, but I wouldn’t encourage you to ask lots of questions. Anyone that I have as a witness can be cross-examined by the other side and I can cross-examine the other side witnesses. We each give a brief summation and then left in the hands of the Liquor Commissioner and then he has 10 days to respond. After the fact, then you as the Liquor Commission after hearing all of the testimony would come to a decision yourselves. Chairman Bockler asked if the Commission can go into an executive session to discuss. Bosich stated the Commission would still be in a public hearing mode for your discussions. You do not have to give your recommendation to the Liquor Commissioner that night. You can discuss it as a group and would have to discuss it in open session. Discussion followed on the seriousness of the fines and suspension that would/could be recommended and reasons why. If found in violation, the establishment is responsible for all cost and Attorney fee’s, so keep that in mind when recommending to the Liquor Commissioner. Chairman Bockler stated this would start off being a regular Commission meeting, the Hearing would be first item under New Business, and then finish with our regular meeting.

2) Joe Wuellner updated us on the New Star Buffet. Pulled the request for special hearing due to the fact there was a Zoning question came up and was told it had to go back to the Planning Commission. Wuellner was under the impression that you could approve the application subject too. May 11th it goes to the Planning Commission to amend the Zoning Code for Zones B-1 that will state under primary uses restaurants which may serve alcohol. This will cover any restaurant that goes in under a B-1 Business Zone. Discussion followed on other bar/restaurants that serve food and alcohol in a B-1 Zone. Planning Commission will be recommending a Zoning Change, New Star Buffet will not have to be there. If Planning Commission approves this change then it goes to Council on the following Council Meeting of May 23rd, 2005. If Council agrees to the zoning changes, New Star Buffet can have a license on May 24th, 2005.

Review application and make sure complete and accurate. Commission can make a recommendation to approve his application with conditions. The soonest he can get a Liquor License is May 24th, 2005.

Chairman Bockler asked the Commission do we want to take action on license request ahead of time with condition attached or do we want to wait until Zoning Code has been changed and then make a decision on the application. Discussion followed on New Star Buffets submitted application and the completeness of application. If New Star Buffet gets us a completed application by next Wednesday, we could recommend with conditions at the next meeting.

3) Wuellner to update us on the Dragon's Dome. How many applications do they need to submit, we told them at last meeting to submit two applications? Allen asked how the site plan is where they can serve alcohol. Dragon's Dome submitted the site plan and they want to serve alcohol out at the ball fields. Chairman Bockler feels that if they are operating on one corporate charter, one business entity, why do they need two separate licenses. The Code says it goes by addresses. Wuellner stated the City assigns addresses. The Dome itself and the ball fields are two blocks apart. Joe explained that reasoning. Discussion followed. Lauss brought up Goodfella's since they are two separate addresses and he combined both those businesses. Discussion followed. The Dome can only sell alcohol inside as it stands now. Discussion followed on Golf Courses and why they can sell alcohol outside on the premises. Sue Bosich explained the differences. It would be up to the Liquor Commission to discuss and make a decision on. Chairman Bockler recommends everyone take some time to visit some of these facilities.

4) Inquiry about Wine Tasting with a Class B Liquor License. A request/comment come from Kroger's requesting if they can have wine tasting session to promote sells and which license it would take, A or B. (Both are $1200.00). Discussion followed. Sue Bosich stated they would need a Class C license. Alcohol would be consumed without being sold. Class B license is consumption off the premises. One day or two day license and would need to apply at $25.00 each time. Would need to notify the packaged liquor stores that they would need to get a Class C license for the wine tasting sessions. Sue McMillan, City Clerk to send the letters to those involved. Class A license holders can not sell packaged liquor, it is in the Code. Possibly a letter to go out to all Class A to remind them of that. This could be something that the Liaison Officer can do. Rick VonRohr is the 2nd shift Liaison Officer. D.C. Brecher had a draft letter Chief Gillespie had on sending to the 4 license holders that need to be in compliance of the "view from the street".

5) Nominate a Sub-Committee. Chairman Bockler would like to nominate Dave Eitenmiller and Don Nell to be a sub-committee on this committee to review the applications before they come to the Commission. They can help Sue McMillan to develop a check list. The next 6 months to review these issues. No objections to nominations. Roll call, motion carried by voice vote.

Other Business:

The next meeting is April 28th at 4:00pm in Council Chambers. Regular scheduled meetings will be set on the 2nd and 4th Thursday of the month at 4:00pm to be held in the West Conference Room.

No further business, Chairman Bockler asked for a motion to adjourn; motion was then made by Eitenmiller, seconded by Lauss to adjourn. Motion carried by voice vote.

Meeting adjourned at 5:16 P.M.

Respectfully submitted,
Paula Gensel, Secretary

Animal Counts Brought in by Individuals between April 1, 2005 and April 30, 2005

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individua	City	500 1/2 CHESTNUT	4/25/2005	Cat	DSH	E	2	50609
	Owner R	City	1101 EL CAMINO APT 755	4/9/2005	Cat	DSH	E	2	50532
	Owner R	City	1101 EL CAMINO APT 755	4/9/2005	Cat	DSH	E	2	50533
	Owner R	City	1101 EL CAMINO APT 755	4/9/2005	Cat	DSH	E	2	50534
	Owner R	City	1101 EL CAMINO APT 755	4/9/2005	Cat	DSH	E	2	50535
	Owner R	City	1101 EL CAMINO APT 755	4/11/2005	Cat	DSH	A	14	50536
	Owner R	City	1101 EL CAMINO APT 755	4/9/2005	Cat	DSH	A	5	50537
	Owner R	City	1101 EL CAMINO APT 755	4/9/2005	Cat	DSH	E	2	50538
	Individua	County	POWERTON PLANT	4/11/2005	Cat	DSH	E	0	50548
	Individua	County	POWERTON PLANT	4/11/2005	Cat	DSH	E	0	50549
	Individua	City	1310 FENLEY	4/1/2005	Cat	DSH	E	7	50488
	Individua	City	POWERTON	4/12/2005	Cat	DSH	E	1	50560
	Individua	County	13860 1ST MIDWAY	4/28/2005	Cat	DSH	E	1	50639
	Individua	City	500 1/2 CHESTNUT	4/25/2005	Cat	DSH			50610
	Individua	City	2810 DEVERON	4/25/2005	Dog	BOXER X	R	2	50612
	Individua	County	13860 1ST MIDWAY	4/26/2005	Cat	DSH			50617
	Owner R	City	1209 ROYAL AVE.	4/27/2005	Dog	LAB X	E	2	50622
	Individua	City	303 ARNOLD	4/28/2005	Cat	DMH			50634
	Individua	City	303 ARNOLD	4/28/2005	Cat	DSH			50635
	Individua	City	303 ARNOLD	4/28/2005	Cat	DSH			50636
	Individua	City	303 ARNOLD	4/28/2005	Cat	DSH			50637
	Individua	City	303 ARNOLD	4/28/2005	Cat	DSH			50638
	Individua	County	POWERTON PLANT	4/11/2005	Cat	DSH	E	0	50550

Total Dogs picked up in Pekin: 2

Total Cats picked up in Pekin: 21

Total Others picked up in Pekin: 0

IV. 2.

Dear Sue McMillen,

Hello, my name is Angi Vance. I am writing you today to request a permit for our annual Can Tag Day. We will hold this on September 24 and 25.

The organization is the Pekin Amateur Hockey Association. The proceeds from the tag day will go towards the ice bill, referees, and other expenses.

Please mail the permit to Angi Vance 411 Chestnut. Pekin Illinois 61554

Thank you,
Angi Vance

Mayor Lyn Howard;
I am respectfully requesting a permit to solicit funds & items for a benefit to help Lonnie Allen with medical expenses. Lonnie is on the liver transplant list due to Hepatitis C. He is in failing health and is in need of assistance. We are planning to do this from now to the end of July. Please consider my request.

Thank You
Kay Lock
3472301

Boys & Girls Club of Pekin

A Positive Place For Kids!

1101 Veerman ▲ Pekin, Illinois 61554 ▲ (309) 346-5437 (KIDS)

John Denning ▲ Executive Director

May 3, 2005

Mayor Lyn Howard
City of Pekin
111 S. Capitol St
Pekin IL 61554

Dear Mayor Howard:

The Boys & Girls Club of Pekin would like to request having a tag day in Pekin on Saturday, May 14, 2005 for the Traveling Girls Soccer Team and the Boys AYBT Basketball Team.

If there are any questions, please call the Club at 309-346-5437 and ask for Becky or John. Thank you for considering this request.

Sincerely,

John Denning

John Denning
C. P. O.

IV.3.

DOWNSTATE
FISCAL YEAR 2006 STATE OF ILLINOIS
OPERATING ASSISTANCE APPLICATION

The Downstate Public Transportation Act establishes a continuing program of state operating assistance for public transportation services outside the areas served by the Regional Transportation Authority. Attached are application forms due on April 1, 2005:

Also attached FOR FUTURE USE are the following forms:

- OP-8, Notification of Service Change;
- Form OP-9, FY06 Year End Operating Data Report ***due on or before August 1, 2006;***
- The four OP-10 forms needed for requisitioning funds once assistance is approved (Form OP-10A, Request for Payment; Form OP-10B, Estimated Quarterly Financial Report; Form OP- 10C, Actual Quarterly Financial Report; and Form OP-10D, Request for Payment Reconciliation; and
- The Schedule of Revenue and Expense ***for inclusion in your agency's FY06 independent audit/financial statements.***

No legal opinion or Board resolution is required in connection with this application; they will be required with the execution of the grant contract.

Note that grant payments may be made only after the Department has reviewed and approved the application and a grant contract has been executed.

Should any questions arise, please contact Nancy Stwora, of the Downstate Urbanized Area Section of the Division of Public Transportation at (312) 793-2018, or if your agency also receives federal Section 5311 funds, John Marrella at (312) 793-3513

Please submit one original copy of the completed application to:

Mr. Jason Tai, Director
Attention: Thomas A. Ochal Section Chief, DSU Area
Division of Public and Intermodal Transportation
Illinois Department of Transportation
310 South Michigan Avenue - Room 1608
Chicago, Illinois 60604

FORM OP-2 DESCRIPTION OF APPLICANT'S ORGANIZATION

1. The name and title of the person authorized by the Participant to file and execute this application:

   Gregory J. Ranney — Name
   Director of Public Property — Title

2. The name and the title of the person who will be directly responsible for the implementation of the Program of Proposed Expenditures:

   Gregory J. Ranney — Name
   Director of Public Property — Title

3. The name and title of the person who will be directly authorized to sign and certify the Quarterly Financial Reports (OP-10FORMS):

   Gregory J. Ranney — Name
   Director of Public Property — Title

4. Year Created 1938

5. Means Created Ordinance – Reaffirmed by Referendum

6. Does your agency have a special tax authority for transit? [ ] yes [x] no

   a. the current level your Agency will tax at in FISCAL YEAR 2005 $ N/A

   b. the total FISCAL YEAR 2004 estimated revenue: $ N/A

   c. the total FISCAL YEAR 2003 actual revenue realized: $ N/A

   a. Please describe, and attach a map of, your Agency's ***territorial boundaries*** as defined on Page3 (a) of this application.

   b. Please provide the following information regarding your Territorial Boundaries:

City/County	2000 Population	Square Miles	Pop/sq. miles
Pekin/Tazewell	33050	14.5	2709

8. Please describe, and attach a map of, your Agency's *service area* as defined on Page 3 (a) of this application.

9. Please describe, and attach of map of, any services provided by your Agency ***identified as ineligible service*** on Page 3 (a) of this application. (Note: Any revenue or expense associated with these services should be excluded from FORM OP-4 and OP-5.)

10. Transit System Management

    [X] Self
    [ ] Contract ____________

<u>FORM OP-3</u>

<u>DOWNSTATE SUMMARY OF TOTALS FOR REVENUES AND EXPENSES</u>

Total Eligible Operating Revenues and Income (Column A Form OP-5)	$ ________
Total Eligible Operating Expenses (Column A Form OP-5)	$ ________
Total Operating Deficit	$ ________
55% of Eligible Operating Expenses	$ ________
Downstate Operating Assistance Requested	$ ________

I hereby certify that the total operating revenues and expenses reported in this Form have been incurred or are estimated to be incurred in the provision of public transportation services within the State of Illinois during FISCAL YEAR 2006. Expenses determined to be ineligible under such regulations for State Operating Assistance have been deducted as ineligible expense.

Prepared by: Kathleen Cale

Certified by: Gregory J Ranney (same as #3 on Form OP-2)

Date: ____________________

402 Special Transit Fares

Please describe any special transit fares you have ____________________________
____
____
____

.01	Contract fares for postmen	$ ________
.02	Contract fares for policemen	________
.03	Special route quarantee	________
.04	Other special contract transit fares-state and local government	________
.05	Other special contract transit fares Other sources	________
.06	Non-contract special fares	________

CATEGORY TOTAL 402 -0-

403 School Bus Service Revenues

.01 Passenger Fare from School Bus Service $ ________

CATEGORY TOTAL 403 -0-

404 Freight Tariffs

.01 Hauling Freight $ ________

CATEGORY TOTAL 404 -0-

405 Total Charter Service Revenue

.01 Passengers Fares from Charter Service $ ________

CATEGORY TOTAL 405 -0-

408 Taxes Levied Directly by Transit System

.01	Property Tax Revenue	________
.02	Sales Tax Revenue	________
.03	Income Tax Revenue	________
.04	Payroll Tax Revenue	________
.05	Utility Tax Revenue	________
.99	Other Tax Revenue	________

-0-

CATEGORY TOTAL 408

409 Local Cash Grants & Reimbursements

.01	General Operating Assistance	$________
.02	Special Demo Project Assistance	________
.03	Special Demonstration Project Assistance-Local Share of State Project	________
.04	Special Demonstration Project Assistance – Local Share of FTA Project	________
.05	Reimbursement of Taxes Paid	________
.06	Reimbursement of Interest Paid	________
.07	Reimbursement of Transit System Maintenance Costs	________
.08	Reimbursement of Snow Removal Costs	________
.09	Reimbursement of Security Costs	________
.99	Other Financial Assistance	________

-0-

CATEGORY TOTAL 409

413 Federal Cash Grant and Reimbursement

.01	General Operating Assistance	$
.04	Special Demonstration Project Assistance	
.99	Other Financial Assistance	
	Sec. 5307 Capital Funding which will Partially fund state eligible operating Expenses reported in this application	121,095.00

CATEGORY TOTAL 413 121,095.00

*Please explain:

430 Contributed Services

.01	Sate and Local Government	$
	CATEGORY TOTAL 430	-0-

440 Subsidy form Other Sectors of Operations

.01	Subsidy for Utility Rates	$	
.02	Subsidy fro Bridge and Tunnel Tolls		
.99	Other Subsidies*		
	CATEGORY TOTAL 440		-0-

*Please Explain

.02	Other Salaries and Wages:	No. of Employees in this Position	Estimated FY 2005 Salary
	Assistant to the Director	1	15,735.20

Total 501.02 $15,735.20

CATEGORY TOTAL 501 106,212.60
(Add .01 & .02)

504 Material and Supplies Consumed

.01 Fuel and Lubricants

Estimated Fuel Usage:

	No. of Gallons		Est. Cost Per/Gal	Extended Cost
Gasoline	2200	x	$1.549	3,407.80
Diesel	10000	x	$1.946	19,460.00
Lubricants & other				
			TOTAL 504.01	22,867.80
			TOTAL 504.02	2,033.75

.02 Tires and Tubes

.99 Other Materials & Supplies

- Items directly related to transit and maintenance vehicles	16,775.53
- Items directly related to general office	6,010.03
Miscellaneous materials and supplies	107.62

TOTAL 504.99 22,893.21

CATEGORY TOTAL 504 47,794.76
(Add .01 .02 and .99)

505 Utilities

CATEGORY TOTAL 505 -0-

506 Casualty and Liability Cost

.01	Premiums for Physical Damage Insurance	
.02	Recoveries of Physical Damage Losses	
.03	Premiums for PL & PD Settlements	636.54
.04	Payouts for Uninsured PL & PD Settlements	
.05	Provisions for Uninsured PL & PD Settlements	

508 Net Purchased Transportation Services

Participants purchasing transit services (fixed route, demand-response, para-transit, taxi, or E & H services, ect.) from another provider must also submit a FORM OP-7.

Please briefly describe how you maximize private sector involvement in your transit operations.

CATEGORY TOTAL 508 -0-

509 Miscellaneous Expenses

.01	Dues & Subscriptions (**Total** IPTA and APTA dues*)	$ 206.00
.02	Travel and Meetings	
.03	Bridge, Tunnel & Highway Tolls	
.07	Bad Debt Expense	
.08	Advertising/Promotion Media	
.99	Other Miscellaneous Expense**	

CATEGORY TOTAL 509 $206.00

- 80% of IPTA and 90% of APTA dues are eligible expense under the Downstate Operating Program. All dues should be reflected in the amount shown above. All dues should be broken out as eligible and ineligible on FORM OP-5.

**Explain

Form OP – 5 FINANCIAL DATA AND OPERATING REVENUE & INCOME PROJECTION REPORT

	A Projected Eligible Revenues FY06	B Projected Revenues Not Eligible FY06
401 Passengers Fares for Transit Services	11,560.64	
402 Special Transit Fares		
403 School Bus Service Revenues		
404 Freight Tariffs		
405 Total Charter Service Revenues		
406 Auxiliary Transportation Revenues		
407 Non-Transportation Revenues		
407.99 Sec, 5307 Force Account & Administration		
408 Taxes Levied Directly by Transit System		
409 Local Cash Grants & Reimbursements		
410 Local Special Fare Assistance		
411 State Cash Grant Reimbursements		
412 State Special Fare Assistance		
413 Federal cash Grant Reimbursements	124,726.00	
413.99 Sec. 5307 Capital Funds for State Eligible Operating Expenses		
430 Contributed Services		
440 Subsidy from other Sectors of Operations		
TOTAL	$136,286.64	$

Form OP – 5 FINANCIAL DATA AND OPERATING EXPENSES PROJECTION REPORT

Expenses Continued	A	B
.05 Charitable Expenses		
.06 Fines & Penalties		
.07 Bad Debt Expenses		
.08 Advertising /Promotion Media		
.99 Other Miscellaneous Expenses		
511 Interest Expense		
.01 Long Term Debt Obligation		
.02 Short Term Debt Obligation		
512 Leases, Rentals, & Purchased-Lease		
TOTAL	$205,026.43	$

Please provide breakdown of ineligible expenses; if not detailed above.

[OP-5.wk4]

Form OP-6A: Operating Data

_______ Week-day
_______ Evening
_______ Saturday
_______ Sunday

ROUTE DATA WORKSHEET
REGULAR ROUTE SERVICE

Attach current copy of time schedule in effect, including schedules of any specialized service.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		(9)	(10)	(11)	
Route Number and/or Name	Round Trip Route Length	Daily Round Trips	Daily Route Miles	Daily Dead Miles	Start First Trip	Finish Last Trip	Route Headways		Daily Schedule	Daily Platform Hours	Buses Required	
							Peak	Non-Peak			Peak	Non-Peak
South Side	10	8	50	0	7:30	3:45	-	-	3.25	8	-	-
South Mall	10	8	50	0	8:15	5:15	-	-	3.25		-	-
North Mall	12	6	60	0	8:15	4:45	-	-	3.25	8	-	-
North Side	6	6	30	0	8:45	5:15	-	-	3.25		-	-
Pekin/Peoria	11	6	66	0	6:25	5:25	-	-	6	6	-	-
TOTALS	49	34	256						19	22		

Form OP-6A: Operating Data

For School Tripper Routes
Express Routes, Special Elderly
And Handicapped Services, Etc.

ROUTE DATA WORKSHEET
SPECIAL ROUTES/SERVICES

Attach current copy of time schedule in effect.

Route Number And/or Name	Round Trip Route Length	Daily Round Trips	Daily Route Miles	Daily Dead Miles	Start First Trip		Finish Last Trip		Daily Schedule Hours	Daily Platform Hours	No. Buses Required
					AM	PM	AM	PM			AM PM
Pekin to Peoria	5	6	30		6:25 7:25 9:25	12:25 2:25 5:25	7:10 8:10 10:10	1:10 3:10 6:10	6		1
Other Elderly, Handicapped & Para-transit Service, provided directly by the transit system											
TOTALS											

INSTRUCTIONS FOR FORM OP-6C and OP-6D

6C: Passengers

ADULT refers to all cash adult fares paid on fixed-route service regardless of age of the person paying the fares. Each cash adult fare equals one ride. Each transfer issued to a person paying a fare equals one ride. Thus, a person paying an adult cash fare and using a fare transfer should be counted as an adult making 2 trips.

CHILD refers to all children under 12 years of age paying a cash children fare for a trip On a fixed route service.

SENOIR CITIZENS refers to all passengers recognized by a regular fixed-route bus driver as a senior citizen or handicapped person paying a reduced fare.

STUDENTS refers to all passengers on fixed-route service paying a cash reduced student Fare.

PARATRANSIT SERVICE PROVIDED BY PARTICIPANT refers to all passengers paying a paratransit fare for demand-responsive special services operated directly by the participant

PARATRANSIT SERVICE FROM PURCHASE OF SERVICE CONTRACTS refers to all passengers paying paratransit fare for demand-responsive special services provided under a purchase of a service agreement.

TOKEN, TICKET, OR PASS refers to all trips taken on the regular fixed route service Using any of the following tokens, weekly tickets, monthly tickets, multiple ride tickets, And unlimited ride tickets for specified periods of time, regardless of whether the pass or Ticket is sold for a full or half price. If your buses are equipped with fare-boxes or other Counting devices which allow to count ticket or pass rides by category, such as a Senior Citizen Pass, Student Pass, etc., and the bus operators have been instructed to count ticket usage by category, please provide the information on ticket use by rider-ship category. Otherwise, please provide on total for all ticket trips used.

TOTAL is the sum of ADULT, CHILD, SENIOR CITIZEN, STUDENTS, PARATRANSIT, AND TOKEN, TICKET OR PASS rider-ship categories above.

6D1. Revenue/Expense Per Operating Characteristics:

FIXED ROUTE ONLY means only fixed regular routes which have a regular headway such as 5 minutes, 10 minutes, 30 minutes, etc.

Passenger Per Vehicle Mile refers to passengers per service mile for all fixed-route service and does not include deadhead miles

Average Vehicle Miles Per Hour refers to the total service miles divided by the total service hours on all fixed-route service. Do not include deadhead miles or hours.

FORM OP-6D: ESTIMATED REVENUE EXPENSE PER OPERATING CHARACTERISTIC

D1. REVENUE/EXPENSE PER OPERATING CHARACTERISTICS:

	FIXED ROUTE ONLY
	Estimated FY06
Passengers Per Vehicle Mile	20
Average Vehicle Miles Per Hour	15.2
Farebox Revenue Per Vehicle Mile	.30
Operating Expense Per Vehicle Mile	426
Deficit Per Vehicle Mile*	3.95
Farebox Revenue Per Vehicle Mile	.0035
Farebox revenue Per Operating Expense	

D2. REVENUE/EXPENSE PER OPERATING CHARACTERISTICS FOR SPECIAL SERVICES ROVIDED

DIRECTLY BY THE TRANSIT OPERATOR

	Estimated FY06
Passengers Per Hour	
Revenues Per Hour	
Expenses Per Hour	

D3. REVENUE/EXPENSE PER OPERATING CHARACTERISTICS: FOR CONTRACT SERVICES

[ ]Subsidized Taxi service [ ] Contract E/H service [ ] Other

	Estimated FY06
Passengers Per Hour	
Revenues Per Hour	
Expense Per Hour	

FORM OP-6E: FY06 REVENUE EQUIPMNET INVENTORY
(Page 2 of 2)

NAME OF PARTICIPANT: Pekin, City of, c/o Pekin Municipal Bus Service

PLEASE NOTE ANY SIGNIFICANT CHANGES (VEHICLE DISPOSITONS, CHANGES IN CONDITION, ETC.) SINCE THE LAST ANNUAL INVENTORY SUBMITTED TO THE DEPARTMENT.

BUS FLEET #	STATE GRANT# CAP XX-XXX-XXX	(1) FEDERAL FUNDING PRGRM	VIN	YEAR	MAKE	TYPE	MODEL/ LNGTH	STATUS (ACTIVE RESERVE CANNIBAL	OPERATOR	MILEAGE	MILEAGE DATE (MUST BE CURRENT)	DATE	FTA ELIGIBLE IN SERV	REPLCM'T DATE

PARATRANSIT:

N/A

(1) INDICATE SECTION 5307, 5309, 5310, 5311, CMAQ, OR STP. IF NO FEDERAL OR STATE FUNDS WERE USED, LABEL "100% LOCAL"

FORM OP-6F: FY06 FACILITIES & SUPPORT VEHICLES/EQUIPMENT (all property, equipment, or non-revenue vehicles funded under a state or federal grant).
(Page 1 of 2)

NAME OF PARTICIPANT: Pekin, City of c/o Pekin Municipal Bus Service

PLEASE NOTE ANY SIGNIFICANT CHANGES (DISPOSITONS, MISSING ITEMS, ETC.) SINCE THE LAST INVENTORY SUBMITTED TO THE DEPARTMENT.

ITEM DESCRIPTION	STATE GRANT CAP #	FEDERAL FUNDING PROG	VIN OR SERIAL NO.	YEAR	MAKE	MODEL TYPE	MILEAGE DATE (MUST BE MILEAGE CURRENT)	DATE	FTA ELIGIBLE IN SERV	REPLCM'T DATE	USE
SUPPORT VEHICLES											
N/A											

*INDICATE SECTION 5307, 5309, 5311, CMAQ, OR STP. IF NO FEDERAL OR STATE FUNDS WERE USED TO PURCHASE THE VEHICLE, INSERT "100% LOCAL"

FORM OP-7: PURCHASE OF SERVICE CONTRACTS (Page 1 of 2)

Each participant purchasing transit services from another provider must complete the information requested in this form. If any of the requested information cannot be submitted, please explain why. This form must be completed FOR EACH SERVICE PROVIDER.

1. Name of provider: ______________________________

   Address: ______________________________

   Phone ( ) ______________

2. Total Contract Amount: $______________

3. Describe the cost basis of the contract amount shown above (per ride, per hour, etc): ______________

____
____
____
____
____

4. Describe the service to be provided including an identification of the population to be served, limits on service, etc. (Use additional sheets if necessary) ______________

____
____
____
____

5. Indicate number and type of vehicles used.

____
____
____
____

6. Operator's Salaries and Wages

	Estimated FY06	Estimated FY06
(A) No. of Drivers	Annual Total Average Wage	Annual Total Wages

Category Total (1) =============

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Chicago Regional Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF
COMMUNITY PLANNING & DEVELOPMENT

IV.4.

TO: HOME and CDBG Grantees

FROM: Ray E. Willis, Director

SUBJECT: ENERGY STAR Homes Program

You play a crucial role in the development of quality affordable housing in Illinois. You decide in large measure what gets built, as well as where, when, and how it happens. Moreover, you represent the public interest in developing housing that is more durable, more comfortable, less expensive to operate, and more friendly to the environment. These are all features of ENERGY STAR -qualified homes.

By adopting the ENERGY STAR performance guideline as the standard for affordable housing projects in your community, you can add significant value to these projects as well as leverage your role to provide greater benefit for your residents, your community, and the region – a large return for a minimum investment of your time. Note that the ENERGY STAR standard applies only to single-family or low-rise (up to three stories) multifamily construction. It does not apply to "high rise" multifamily housing or four or more stories.

Establishing ENERGY STAR as a guideline for housing rehabilitation or new construction does not necessarily add construction costs. It does generate significant savings, requires no additional administration, and improves the quality of your affordable housing projects. Moreover, this is a national goal of HUD, DOE, and EPA. HUD has adopted a 21-point *Energy Action Plan* aimed at encouraging energy efficiency in affordable housing.

As you become familiar with the proven benefits of ENERGY STAR we are confident that you will want to adopt this specification as a standard, hopefully in time for your next new construction or gut rehab affordable housing project. This is a "make-a-difference" public interest goal that is easily achieved, and a costly opportunity lost if not done.

To emphasize how simple it is to adopt and use the ENERGY STAR standard for substantial rehab or new construction projects, we have prepared a table of roles and responsibilities that obtain when building ENERGY STAR -compliant housing:

Role	**Responsibility**

HUD Energy Action

ENERGY EFFICIENT HOMES FOR THE 21st CENTURY

ENERGY STAR FACT SHEET

- In 1992 the US Environmental Protection Agency (EPA) introduced the ENERGY STAR label to identify and promote energy efficient products that exceed minimum efficiency requirements. The ENERGY STAR label is now on major appliances, heating and cooling equipment, windows, lighting, and more to include over 40 product categories. EPA has also extended the label to cover new homes and commercial and industrial buildings.

- Through its partnerships with more than 8,000 private and public sector organizations, ENERGY STAR can deliver the technical information and tools that organizations and consumers need to choose efficient solutions and best management practices. ENERGY STAR has successfully delivered cost savings across the country, saving businesses, organizations and consumers more than $8 billion a year.

- ENERGY STAR is not a substitute building code but rather a system of certifying a certain level of building performance with respect to energy efficiency. ENERGY STAR provides affordable housing developers with a common specification for energy efficiency that goes beyond minimum efficiency requirements. It can save affordable housing providers and/or residents significant amounts of money in energy costs and provide residents increased health and comfort.

- Grantees can use ENERGY STAR effectively in both existing and new housing. In existing housing, grantees can replace equipment or appliances with ENERGY STAR models. ENERGY STAR provides a label for over 40 product categories and numerous models for residential applications. ENERGY STAR products are ten to thirty percent more efficient than products that meet the DOE standards. These products may be as much as fifty percent more efficient than older equipment. For each major product category, ENERGY STAR provides a product search, purchasing tips, manufacturer list, and a savings calculator. EPA, the Department of Energy (DOE) and HUD have also initiated a bulk purchasing initiative for refrigerators which is currently being pilot tested in Kentucky. EPA and HUD are currently considering an expansion of the pilot.

HUD
Energy Action
ENERGY EFFICIENT HOMES FOR THE 21st CENTURY

ENERGY STAR FACT SHEET (3)

- **In existing housing,** for savings that go well beyond component replacement and appliance selection and return energy savings many times longer than the life of an appliance, grantees can also adopt the whole-house approach of "Home Performance with ENERGY STAR ." Launched in 2001, Home Performance with ENERGY STAR is an effort to use the ENERGY STAR brand to help encourage and facilitate whole-house or building energy improvements in existing housing. Property rehabilitation is not necessary. It is a new initiative for CDBG, but not eligible for the HOME program which requires rehab to code standards. Rather than labeling a particular product, or even a home, Home Performance with ENERGY STAR is linked to the building performance. The effort emphasizes consumer education, value and "one-stop" problem solving. While the program goal is saving energy, its market-based approach and message focus on addressing a variety of customer needs, from comfort to durability to health and safety.

  "Home Performance with ENERGY STAR" has several key components, including a whole-house approach, a home energy inspection, diagnostic testing and installation, and quality assurance inspections. The inspection includes a complete visual and diagnostic review of all of the home's thermal and mechanical efficiency including attics, exterior walls, windows, basement, and heating systems. Diagnostics include air infiltration, duct leakage and combustion safety testing, and where possible electric base load analysis. The inspection leads to targeted advice on the homes' energy and maintenance problems. Participating contractors can perform any and all of the recommendations, including installation of energy efficient lighting products, insulation, windows, HVAC equipment, water heater insulation blankets, and providing air-sealing and duct-sealing, all using best practices. Alternatively, contractors maintain a list of companies for those services not provided directly, and assist with coordination and with quality assurance inspections.

  "Home Performance for ENERGY STAR " is being pilot tested in twelve locations. The establishment of a local program depends on a sponsoring entity such as a city agency, state agency, or utility. For more information, visit: http://www.energystar.gov/index.cfm?c=home_improvement.hm_improvement_hpwes

VI. 1. 2.

City of Pekin
Office Of The
City Manager

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street
Pekin, Illinois 61554 – 4108
309 – 477 –2300 (Phone) 309 – 346 – 2095 (Fax)
dkief@ci.pekin.il.us

CC: Joe Wuellner, Greg Ranney, Kim Uhlig and Sue McMillan

Date: May 4, 2005

Re: West Side Boat Access Grant

On April 15, 2005, we received the agreement from the Illinois Department of Natural Resources for our grant for Boat Access Improvements on the West Side of the Illinois River. We received a grant in the amount of $125,700 (overall project cost is $158,219). Incidentally, this was the largest grant received from this competitive program.

Up to $15,086 of the grant is eligible for consulting engineering. I requested and received an agreement from Ken Coulter (STS Consultants) for design engineering. Ken was the one that designed the original ramp project (1989 IDNR grant).

There are two items on the May 9th agenda related to this project. First of all I would recommend that you accept the grant. Second, I would recommend that you authorize the engineering contract with STS in the amount of $11,500.

Our anticipated schedule for this improvement is for the design work to take place this year and hopefully bid the construction project before the end of the year. I would anticipate that the construction of the improvements would not be completed until 2006. Contact me should you have any questions on this project.

Illinois Department of
Natural Resources

One Natural Resources Way • Springfield, Illinois 62702-1271
http://dnr.state.il.us

Rod R. Blagojevich, Governor
Joel Brunsvold, Director

April 15, 2005

received
4/19/05 -DC

Mr. Lyn Howard, Mayor
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

Re: Boat Access Area Project BA 05-238
PEKIN, CITY OF
WEST SIDE BOAT ACCESS AREA IMPROVE
Grant Award $125,700.00

Dear Mayor Howard:

Congratulations on being selected by the Department for grant assistance through the State's Boat Access Area Development program. Your project has been assigned the above referenced project number and all future correspondence and submittals concerning your project should reference this number.

The total financial obligation approved by the Department for this project is indicated above. Enclosed you will find two (2) copies of the "Agreement for Construction, Maintenance and Operation of a Boat Access Area" that will allow the Department to disburse funds up to the specified grant amount for this project. If your agency concurs with the approved grant award amount and project components, and agrees to comply with terms of the Agreement, both copies should be signed by an appropriate official from your agency and returned to this office within the next 30 days. Upon their return, both copies will be validated by the Department and a copy sent to you for your project files.

Please note in paragraphs 4 and 5 of the Agreement that it will be necessary for your agency to enter into an agreement for project design and construction inspection (an exception will be made if your agency possesses qualified in-house engineering staff). The proposed engineering agreement should also be submitted to this office within the next 30 days for review and approval prior to its execution.

The engineering agreement should include the following items:

1. Date for submission of preliminary design documents to IDNR for review and approval.

2. Date for submission of final plans and specifications for approval (assume a two week review period by IDNR).

3. "Not to Exceed" amounts for both design engineering and construction supervision (a clause may be included allowing adjustment of these amounts by mutual agreement of the owner, engineer and the Department).

PROJECT AGREEMENT
FOR THE CONSTRUCTION, MAINTENANCE and OPERATION OF A PUBLIC BOAT ACCESS AREA

Project Sponsor: PEKIN, CITY OF **Project #:** BA 05-238

Address: 111 S. Capitol Street **FEIN #:** 376002169

Pekin, IL 61554

Project Title: WEST SIDE BOAT ACCESS AREA IMPROVE **Project Waterbody:** ILLINOIS RIVER

Project Period: *Start Date:* **April 11, 2005** *Expiration Date:* **December 31, 2007**

Project Scope (description of project items approved for grant funding):

- Renovation of the existing aggregate parking lot with an asphalt overlay.
- Installation of concrete curbing.
- Installation of a courtesy dock and a sidewalk.
- Installation of fencing, guardrail, parking blocks and security lighting.
- Landscaping.
- Engineering fees.

Development shall be in accordance with the approved project application on file with the Dept. of Natural Resources and preliminary development plans and construction cost estimates attached hereto.

APPROVED PROJECT COSTS:

Items	Estimated Cost	Grant Funding Assistance
See Attached BAAD/DOC-3 Form (Development Cost Data)	$158,200.00	$125,700.00
	===============	================
	$158,200.00	$125,700.00 *

* **Grant Funding Assistance Amount:** One hundred twenty five thousand seven hundred **DOLLARS**

( ) **DNR copy**

( ) **Sponsor copy**

B. Indemnification.

The Project Sponsor covenants and agrees that it shall indemnify, protect, defend and hold harmless the State and DNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction or operation and maintenance of the project. Neither the Project Sponsor nor its employees, agents or subcontractors shall be deemed an agent of the State of Illinois or DNR.

C. Subcontractor Requirements

The Project Sponsor shall insert as an integral part of any construction contract for the herein specified project, the following provisions:

1. The Contractor shall abide by all applicable local, State and federal laws and regulations relating to contracts involving public funds or the development and construction of public works, buildings or facilities. The scale of wages to be paid shall be obtained from the IL Dept. of Labor and posted by the Contractor in a prominent and accessible place at the project work site.

2. The Contractor shall provide to the satisfaction of the Project Sponsor and IL Dept. of Natural Resources a good and sufficient bond with adequate sureties to guarantee construction performance and payment of materials and labor used in the project work and stipulating applicable penalty or loss clauses equal to the amount of the construction contract and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor, ensuring, benefitting and protecting the Project Sponsor and IDNR.

3. The Contractor shall personally and individually agree and covenant, and shall furnish and provide evidence of general liability insurance in the amount of $1,000,000.00, and shall indemnify, protect, defend at its own cost, and hold harmless the IL Dept. of Natural Resources from and against all losses, damages, injuries, or claims thereof to or by persons or property, arising out of, through, or by virtue of the construction and development of this project.

4. The Contractor certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

5. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).

6. The Contractor certifies, pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), that it has a written sexual harassment policy that includes, at a minimum, the following: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment using examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigation and complaint process available through the IL Dept. of Human Rights and the Human Rights Commission and directions how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policy shall be provided to the IL Dept. of Human Rights upon request.

7. The Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570, sec. 1-7) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.) Other laborers may be used IF Illinois laborers are not available or are incapable of performing the particular type of work involved and if so certified by the Contractor and approved by the project engineer and IL Dept. of Natural Resources.

8. The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the U. S. Export Administration Act of 1979 or regulations of the U. S. Dept of Commerce promulgated under that Act.

9. That the Contractor shall furnish satisfactory progress or pay estimate reports to the Project Sponsor and the IL Dept. Of Natural Resources, if requested, at thirty (30) day intervals indicating:

   1) Units of work completed, and
   2) Percentage of work completed to date and for the 30 day period.

D. Project Inspections.

It is agreed by the Project Sponsor that DNR representatives shall have access to the project at all times for inspection purposes to ensure continuing program compliance and that a final inspection and acceptance of the project must be made by a representative or agent of the DNR prior to final grant payment to the Project Sponsor.

3. Public Access:

It shall be permissible for the Project Sponsor to close the project boat access facility during the following times:

a) During periods of excessive high water following which, and prior to re-opening to public access, all debris, silt, and foreign material shall be removed from ramps, and parking areas and all necessary repairs of damages to the facilities immediately completed.

b) During periods of alternate freezing and thawing when public use could damage the facility.

c) At night to prevent vandalism if deemed necessary by the Project Sponsor and approved by the DNR.

d) During periods wherein a severe weather watch is forecast or in effect for the project vicinity.

e) During periods where other environmental/ecological or safety conditions require temporary and/or seasonal closure as approved and set forth in writing by the DNR.

F. Project Signage / Publicity.

The Project Sponsor agrees to display a Boat Access grant acknowledgement sign provided by the DNR, or similar sign designed by the Project Sponsor and approved by the DNR, at the project site identifying the facility as a public boating access area. Installation of said sign may constitute a part of the project construction cost.

G. Financial Records and Audit Requirements.

1. The Project Sponsor shall maintain, for a minimum of 5 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the DNR and/or Auditor General, if requested, for auditing. Failure by the Project Sponsor to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.

2. The Project Sponsor, within 30 days of notification, shall provide the Department with a copy of any Project Sponsor agency-wide audit(s) covering the period of the Boat Access Area Development grant expenditures that report "findings" involving the herein referenced grant project.

3. The Project Sponsor shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the Project Sponsor shall be responsible for repayment of such costs.

H. Compliance Requirements and Certifications/Assurances

1. The Project Sponsor agrees to perform this project in accordance with all applicable federal, State and local laws and regulations.

2. The Project Sponsor certifies and shall be responsible for assuring that no official or employee of the Project Sponsor, who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this project, shall have any financial or other personal interest in any such contract for the acquisition/development.

3. The Project Sponsor certifies and shall be responsible for assuring that no person performing services for the Project Sponsor in connection with this project shall have a financial or other personal interest other than his employment or retention by the Project Sponsor; in any contract for acquisition or development of property in connection with this project. No officer or employee of such person retained by the Project Sponsor shall have any financial or personal interest in any real property acquired or developed for this project unless such interest is openly disclosed upon the public records of the Project Sponsor, and such officer, employee, or person has not participated in the acquisition for or on behalf of the Project Sponsor.

4. The Project Sponsor hereby certifies that to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any Project Sponsor officer or employee made an admission of guilt of such conduct which is a matter of record.

5. The Project Sponsor certifies, pursuant to Section 33E-9 of the Criminal Code of 1961, as amended, "that no change orders to a construction contract issued pursuant to this Agreement in excess of $10,000 shall be approved without first obtaining written authorization from the State of Illinois and providing assurance that such change order was not reasonably foreseen at the time of initial construction contract execution".

6. It is hereby agreed and understood by the Project Sponsor that the rules and regulations heretofore and hereinafter promulgated by DNR relevant to the Illinois Boat Access Area Development grant program as set forth in 17 Ill. Adm. Code 3035, shall be considered a material part of this Project Agreement.

ILLINOIS
DEPARTMENT OF
NATURAL
RESOURCES

ATTACHMENT A

CERTIFICATIONS

(Contractor as stated herein refers to the Grantee)

I. The Contractor certifies that it is not barred from being awarded a contract or subcontract under Section 50 of the Illinois Procurement Code (30 ILCS 500/50).

II. The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 720 ILCS 5/33E-4).

III. The Contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).

IV. The Contractor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).

V. Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name:____

Taxpayer Identification Number:
Social Security Account Number____________________________
or
Federal Employer Identification Number________________________

(If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.)

Legal Status (Check one):

☐ Individual
☐ Owner of Sole Proprietorship
☐ Partnership
☐ Tax-exempt hospital or extended care facility
☐ Corporation providing or billing medical and/or health care services
☐ Corporation NOT providing or billing medical and/or health care service
☐ Governmental Entity
☐ Nonresident alien individual
☐ Estate or legal trust
☐ Foreign corporation, partnership, estate, or trust
☐ Other: ________________________

VI. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992. The Drug Free Workplace Act requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the grantee or Contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. 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.

CONTRACTOR/GRANTEE: 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.

VIII. Contractor certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code. Contractor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.

IX. RETENTION OF RECORDS: The Contractor or subcontractor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. The books and records shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records shall be available for review and audit by the Auditor General and the purchasing agency. The Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books and records 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 required books and records are not available. (30 ILCS 500/20-65).

X. SEXUAL HARASSMENT: Pursuant to 775 ILCS 5/2-105(A)(4), contractor shall have written sexual harassment policies that shall 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 Contractor'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.

XI. For contracts exceeding $10,000, the Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

XII. Contractor shall notify the Department's Ethics Officer if Contractor solicits or intends to solicit for employment any of the Department's employees during any part of the procurement process or during the term of the contract.

XIII. WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN: If applicable, the Contractor shall be required to observe and comply with provisions of the "Prevailing Wage Act," 820 ILCS 130/1 *et. seq.*, which applies to the wages of laborers, mechanics and other workers employed in any public works.

XIV. The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if he knows or should know that he, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if he, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract null and void if this certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

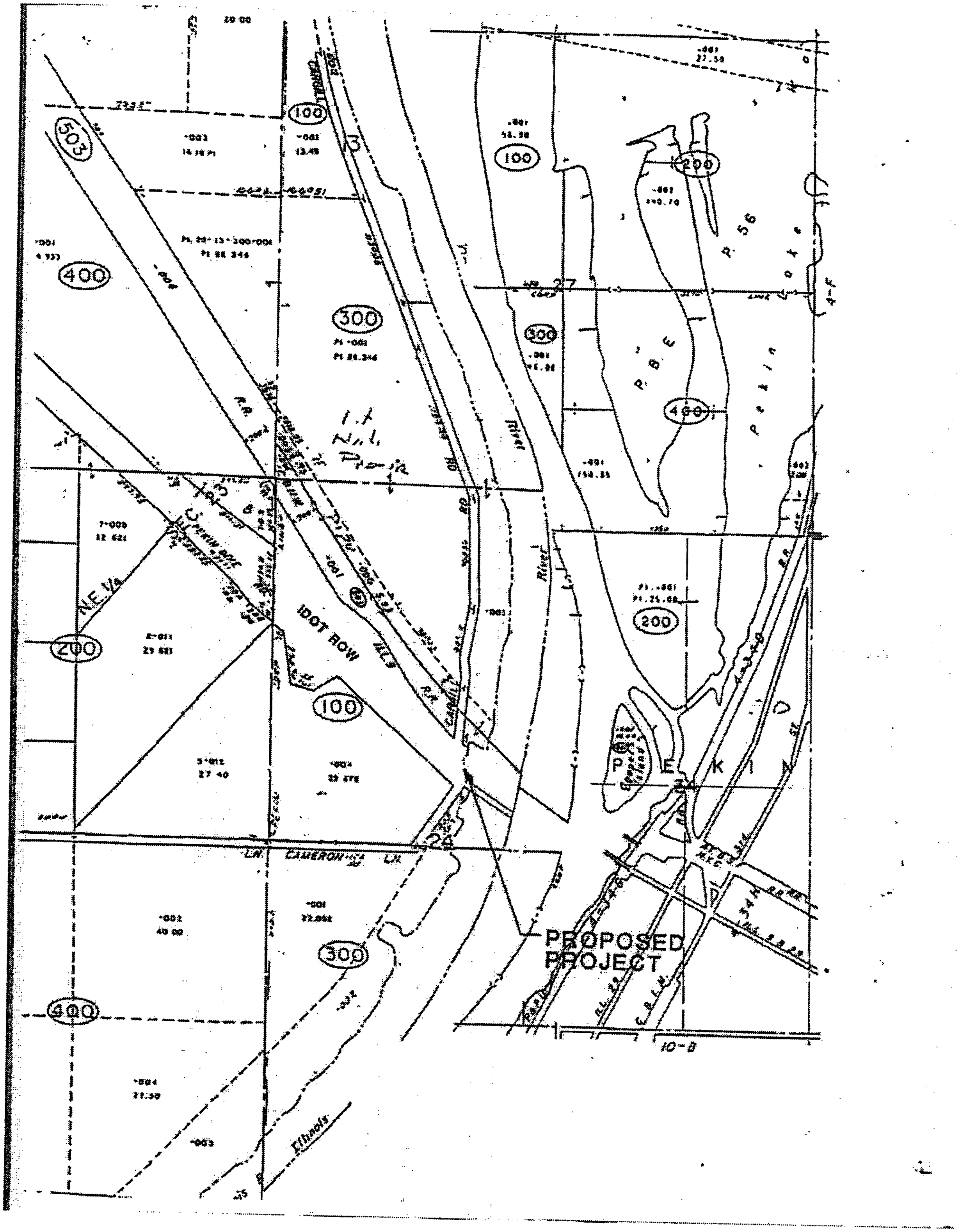
XV. The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

XVI. The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5/1 *et seq.,* for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

XVII. The Contractor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552).

XVIII. The Contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

ATTACHMENT #2



BOAT ACCESS AREA DEVELOPMENT GRANT PROGRAM
STATE OF ILLINOIS / DEPT. OF NATURAL RESOURCES

BAAD/DOC-3:DEVELOPMENT DATA

(Attach additional sheet(s) if necessary)

Project Sponsor: City of Pekin

Project Title: West Side Boat Access Area Improvements

1. (Estimated Project Development Costs)

Development Item	Quantity	Cost Estimate	Construction Method (see below)
Bituminous Concrete Surface Course (tons)	625.00	$40,625.00	
Concrete Curb (L.F.)	820.00	$16,400.00	
Dock/Ramp (lump sum)		$15,000.00	
Parking Blocks (each)	25.00	$3,750.00	
Chain Link Gate (L.F.)	32.00	$4,800.00	
Grading/Gravel (lump sum)		$20,000.00	
Contingencies 10%		$10,058.00	
Engineering		$15,086.00	
Parking Lot Striping (L.F.)	1,000.00	$2,000.00	
Landscaping (lump sum)		$7,500.00	
Lighting (each)	4.00	$8,000.00	
Sanitary Facility (each)	2.00	$6,000.00	
Guardrail (L.F.)	300.00	$9,000.00	
Bury existing overhead utility lines			
Potential Archaeological Survey Work (*)			
	TOTAL COST	158,219.00	

* Projects assisted with State Boat Access grant funds may require the completion of an archaeological survey of the project site. [see required CERP form, Environmental Assessment Statement]. Estimated costs for such a survey may be included in the project budget.

<u>Construction Method</u>
C - Bid Contract
FA - Force Acct.Labor - Local agency employees provide construction labor (50% BAAD reimbursable).
DM - Donated Material - Can be used on project, but <u>not eligible</u> for BAAD funding.
DL - Donated Labor - Can be used on project, but <u>not eligible</u> for BAAD funding.
O - Other

2. If applicable, identify architectural/engineering firm to be used in completing project.

3. FOR ALL DEVELOPMENT PROJECT APPLICATIONS: ATTACH either 1) a copy of deed showing proof of ownership (If deed is Quit Claim Deed, Title Insurance is required) OR 2) a copy of lease agreement for the project site. (see pages 6 & 10 of Grant Manual regarding lease requirements)

In this packet, you will find necessary information and guidelines for implementing an approved development project involving Boat Access Area Development (BAAD) grant assistance through the Illinois Department of Natural Resources (DNR). **PLEASE READ THE FOLLOWING CAREFULLY!** Failure to comply with these guidelines could jeopardize project eligibility and grant payment.

GENERAL

1) The approved project grant award cannot be increased to cover cost overruns. Any cost overruns incurred to complete the approved project are the sole responsibility of the Local Agency.

2) To maintain eligibility for grant payment, the local project sponsor must satisfactorily complete ALL approved project components as specified in the approved project application and the signed Project Agreement. Any changes (additions or deletions) to the project scope must be approved by the DNR prior to implementation in order to maintain eligibility for grant payment.

3) Project construction may be accomplished by either 1) publicly advertised competitive bid contracts; 2) directly hired labor and material purchases pursuant to state and local public procurement requirements; 3) using local agency "in-house" Force Account labor or 4) any combination of the three methods. It is highly recommended, however, that approved project development be accomplished using competitively bid construction contracts. If "in-house" Force Account labor is proposed, contact the DNR for additional instructions.

4) Unless otherwise approved by the DNR, the Local Agency shall retain the services of a registered, professional engineer to make the necessary field surveys; prepare detailed construction plans, bid specifications and contract documents; and provide necessary construction supervision to help ensure proper project design and construction. The engineer(s) providing professional services for the project AND/OR the contract whereby such services are secured, must be approved by the DNR prior to commencing work. (Exhibit A, attached at the end of this packet, provides a typical "Definition of Services" for an engineering professional services contract ordinarily associated with this type of construction project.)

   The cost of necessary project engineering services shall not exceed 15.25% of approved project construction cost, unless otherwise approved by the DNR. Costs for eligible reimbursement expenses (including construction supervision, if necessary) may be added in proportion to project complexity if approved by DNR. The amount of construction supervision and its associated costs as well as the method of compensation must be included in the engineering agreement between the Local Agency and project engineer. **The DNR shall not be responsible for any engineering costs if the Local Agency, by unilateral action, terminates the project prior to completion as specified in the signed Project Agreement.**

5) Parking lots, restroom facilities, boat docks, etc. constructed with DNR boating grant funds must be developed and designed in accordance with the Illinois Accessibility Code (April, 1997) **OR** accessibility guidelines set forth by the Americans with Disabilities Act (P.L. 101-336), whichever is more stringent. A copy of the Illinois Accessibility Code may be obtained by calling 217/782-2864 (Springfield) or 312/814-6000 (Chicago). Although the Illinois Accessibility Code does not address specific accessibility criteria for all outdoor recreation facilities, there is a "Recreation Facilities" reference on Page 87. To supplement this information, the U. S. Architectural and Transportation Barriers Compliance Board pursuant to ADA has developed final guidelines for recreation facilities and outdoor developed areas. Copies of the guidelines can be obtained by writing to: Access Board, Recreation Report, 1331 "F" Street, N.W., Suite 1000, Washington, D.C. 2004-1111. Tele: 202/272-5434 or 800/514-0301 or contact their web site at www.access-board.gov.

2) **Recommendations for Bid Specifications.** The bid proposal forms should be structured for flexibility. This can usually be done most effectively with add/deduct alternates and bidding the work by specific/distinct work elements. The instructions to bidders should clearly indicate what constitutes a valid bid and how the contract/bid will be awarded (lowest responsible/qualified bidder for all work items versus individual work items; base bid and selected bid alternates versus base bid separate from bid alternates, etc.). It should also specify whether substitutes will be accepted and whether scope of individual work elements can be modified.

The DNR requires that all projects be completed by the date specified in the Project Agreement. The local project sponsor should ensure that all bidders are aware of the expected completion date. The expected construction start date and project completion date should appear in the specifications package.

The Instructions and General Conditions of the bid specifications should, at a minimum, address the following:

- Bid Opening Date;
- Number of days Bid must be held;
- Bid, Performance and Payment Bond/Security Requirements
  (In accordance with the "Public Construction Bonding Act", 30 ILCS 550/1 et.seq.)
- Contractor Insurance Requirements;
- Completion date and if liquidated damages occur for late completion;
- Terms of Payment to Contractor;
- Contract Compliance Requirements (see grant Project Agreement);
- Schedule of quantities/material list and Unit Costs; and
- If Bid is for material or product supply, do not specify specific name brand without also accepting "or approved equal". Also, specifications for a particular product or material being bid cannot be written in such detail so as to prevent an open and competitive bidding situation.

3) **Following the Bid Opening, the following documents must be submitted to the DNR for review**:

- Copy of tabulation of bids, certified by the project engineer;
- Copy of the complete bid proposal form and bid security from each bidder;
- Copy of certificate of publication for bid advertisements; and
- Project sponsor's recommendation for contract award, (only tentative approval can be made by the project sponsor prior to receiving written approval from the DNR regarding contract award).

4) Contract award(s) shall be made to the lowest responsible bidder whose bid proposal properly addresses and complies with the bid invitation, and is most advantageous to the local sponsor; price and other factors considered. (Factors such as discounts, transportation costs, and taxes may be considered in determining the lowest bid.) Justification for acceptance of a no-bid contract or awarding a contract to other than the lowest bidder shall be subject to DNR approval.

All required audits must be conducted by an independent certified public accountant, licensed by the State of Illinois and must be performed in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA). The grantee will provide the Department with all required audits within 30 days of the audits' completion.

The grantee shall be responsible for procuring all required audits in accordance with its normal procurement rules, providing that these rules promote open competitive procurement. **(NOTE: It is important to inform the auditors that Boat Access Area Development grant funds are State funds, not Federal.)**

If the approved Boat Access project includes the use of Force Account labor, the grantee shall ensure that any audit required will include an internal control evaluation and opinion on the grantee's time and attendance allocation system. In addition, if the grantee uses materials purchased by means of a central procurement system and allocates a portion of those materials to the project (Force Account material claim), the audit must include testing and reporting on the allocation system used for tracking material use.

B. If the grantee receives less than $300,000 in grant funds or charges the grant less than $25,000 for Force Account labor or material purchase costs, the grantee will provide the Department with copies of any audit(s) that report findings involving the Boat Access grant project.

C. The grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the Illinois DNR or its representative, the grantee shall be responsible for repayment of such costs.

*Disk 9, G-9q
*BA Implementation and Billing Requirements
*Revised 03/03/05

C. Bidding and Contracting Phase:

1. Preparation of bidding forms for a single contract and preparation of Performance Bond and Contract Forms in conjunction with (or subject to review and approval by) the Client's attorney.

2. Preparation of a list of presumably qualified bidders for the project; assisting the Client in negotiating or advertising for construction bids; providing the bidders with copies of the plans, specifications, proposal forms and pertinent instructions and interpretations as needed.

   NOTE: The maximum number of copies of plans and specifications to be furnished (usually 5 to 10) under a percentage fee basis should be stated in the Engineer's contract.

3. Assistance in the receipt, tabulation and evaluation of construction proposals, and advice to the client concerning award of contracts.

D. Construction Phase:

1. Review shop and working drawings furnished by contractors and suppliers to insure compliance with design requirements of the plans and specifications as to the quality of materials and performance of equipment. However, such review should not be construed as relieving the contractor of primary responsibility to meet design requirements.

2. Consult with contractors relative to interpretation of drawings and specifications, and require the establishment of satisfactory construction schedules on projects where coordination and/or time limits are essential.

3. Provide general guidance of construction by instructions to the contractor and periodic review of the work as it progresses. (Such review should be judiciously timed to coincide with critical construction phases where reasonably possible).

4. Prepare supplementary drawings required during the course of construction to illustrate details or to indicate changes, and issue "change orders" as necessary.

5. Check and certify estimates prepared by the contractor for partial payments as the work progresses, compute final installed quantities (if required), and prepare extras and final payment certificates.

6. Perform over-all final review of the project. During the final review period, witness (if feasible) performance testing of any installed facilities.

7. Provide "Drawings of Record" (as-built) at the completion of the project for all facilities constructed, and assist in securing final lien waivers from all contractors and subcontractors.

Source: Manual of Practice for Professional Engineers in Private Practice, published by the Illinois Society of Professional Engineers.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES
(BOAT ACCESS AREA DEVELOPMENT GRANT PROGRAM)

DEVELOPMENT PROJECT BILLING FORM

Project #: ____________________

Project Sponsor: ____________________________

Project Title: ____________________________

Local Agency F.E.I.N. ___ - _______________ Project Billing #: _____________

Cost Category		Total Expenditures to Date	Previously Billed	Claimed This Billing
Construction Costs (Bid Contracts)				
Non-Bid Construction Costs	Hired (non-bid) Labor			
	"Force Acct." (In-house) Labor			
	Material / Supplies			
Architectural/Engineering Fees				
Other (Specify)				
	TOTAL			
	Less Local Agency Share			
	TOTAL STATE SHARE			

I do hereby certify that this Billing is correct and just and based upon actual payment(s) of record or costs incurred by the participant local political subdivision in conjunction with the above referenced project; that payment from the State of Illinois has not been received for these costs; and that the completed work and/or purchases have been reviewed and found acceptable by the project engineer and/or sponsor and are in accordance with provisions of the signed "Agreement for the Construction, Maintenance & Operation of a Boat Access Area" for the referenced project including amendments thereto.

BY: ______________________________
(Signature)

NAME: ______________________________

TITLE: ______________________________

AGENCY: ______________________________

DATE: ______________________________

(Document must be attested to by the local agency's fiscal officer)

ATTESTED BY: ________________________ ______________________________
(Signature) (Title)

VI. 2.

STS CONSULTANTS

STS Consultants, Ltd.
111 N.E. Jefferson Avenue
Peoria, Illinois 61602-1227

voice 309-676-8464
fax 309-676-5445
web www.stsconsultants.com

April 28, 2005

Mr. Dennis Kief
City Manager
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Re: Proposal for Boat Launch located along the West side of the Illinois River
Near the Illinois Route 9 Bridge

Dear Mr. Kief:

The following proposal and attached General Conditions of Service are provided for your review and approval for the above referenced Project. We appreciate the opportunity to submit this proposal and trust that the enclosed documents accurately describe the project and conditions for our service.

Scope of Services:

The work includes topographical surveying, plan and specification preparation, administration of the bidding phase and administration of the contract award for the improvement of the river access area located on the west side of the Illinois River near the Illinois Route 9 bridge. The following items will be completed or delivered as part of the agreement:

- Preliminary Phase – STS will meet with the City of Pekin to determine the items to be included in the construction of the project. This will include initial examination of the existing facilities. An approximate estimate of construction cost will be discussed with the City of Pekin to determine viability of the proposed project within the scope of the funding.
- Design Phase
    - Topographical survey of the site
    - Preparation of contract drawings and specifications for bidding.
    - STS will provide an opinion of probable construction costs for the project.
    - Bidding forms and "front end" documents will be included with the specifications.
    - STS will assist in the bidding process and will furnish 10 copies of the plans and specifications for bidding.
    - STS will assist in the award of the contract, tabulation of bids and execution of the contract documents.
- Construction Phase
    - Review shop drawings
    - Assist the City Engineer by providing information as needed during construction.
    - Assist in the review and approval of change orders.
    - Assist in the review and approval of pay requests.
    - Assist in the overall final review of the project.
    - Provide "drawings of record" for the project.

STS General Conditions of Service

STS CONSULTANTS, LTD.

GENERAL CONDITIONS OF SERVICE

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services described in STS's Proposal, are incorporated by reference into the foregoing Proposal and shall also be incorporated by reference into any Agreement under which services are to be performed by STS for the Client. No agreement or understanding, oral or written, which in any way modifies or waives these General Conditions of Service, shall be binding on STS (whether contained in the Client's purchase forms or otherwise) unless hereafter made in writing and executed by STS's authorized representative.

SECTION 1: SCOPE OF WORK

a. The scope of work and the time schedules defined in the Proposal are based on the information provided by the Client and shall be subject to the provisions of this agreement. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs STS to change the original scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs, performance time, and/or terms and conditions thereunder, shall be executed by the Client and STS as soon as practicable. STS, at its discretion, may suspend performance of its services until such an Amendment has been executed and, if such an Amendment is not agreed to within a reasonable time, STS may terminate this Agreement. In the event this Agreement is terminated pursuant to this Section, the Client shall pay STS for all services performed prior to termination and termination expenses as set forth in Section 15c of these General Conditions of Service.

SECTION 2: BILLINGS AND PAYMENTS

a. Payments for services and reimbursable expenses will be made on the basis set forth in the attached proposal. STS shall periodically submit invoices for services performed and expenses incurred and not previously billed. Payment is due upon receipt. ~~For all amounts unpaid after 30 days from the invoice date, as set forth on STS's invoice form, the Client agrees to pay a finance charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) annually.~~ The fees described in this agreement may be adjusted annually on the anniversary date of the effective date of this agreement.

b. The Client shall provide STS with a clear written statement within fifteen (15) days after receipt of the invoice of any objections to the invoice or any portion or element thereof. Failure to provide such a written statement shall constitute a waiver of any such objections and acceptance of the invoice as submitted.

c. The Client's obligation to pay for the services performed by STS under this Agreement shall not be reduced or in any way impaired by or because of the Client's inability to obtain financing, zoning, approval of governmental or regulatory agencies, or any other cause, reason, or contingency. No deduction shall be made from any invoice on account of penalty or liquidated damages nor will any other sums be withheld or set off from payments to STS. Client further agrees to pay STS any and all expenses incurred in recovering any delinquent amounts due, including, but not limited to reasonable attorney's fees, arbitration, or other dispute resolution costs, and all court costs.

d. If any subpoena or court order is served upon STS and/or any of its staff, subconsultants or subcontractors requiring presentation of documents or the appearance of STS's staff, subconsultants or subcontractors at a trial, deposition, or for other discovery purposes arising out of STS's services performed under this Agreement, Client will pay STS's fees (if any) applicable to STS's compliance with the subpoena or court order. Fees will be based on actual units used at the standard rates in effect at time of service upon STS of the subpoena or court order. Billings shall include time and expenses incurred gathering, organizing, duplicating documents, preparing to give testimony, travel, and testifying in deposition or trial. ok

SECTION 3: RIGHT OF ACCESS

a. If services to be provided under this Agreement require the agents, employees, or contractors of STS to enter onto the Project site, Client shall provide right-of-access to the site to STS, its employees, agents and contractors, to conduct the planned field observations or services.

b. If the scope of services includes, or is amended to include, the performance of exploratory borings or test pit excavations, Client will furnish to STS all diagrams, and other information in its possession or reasonably attainable by Client indicating the location and boundaries of the site and subsurface structures (pipes, tanks, cables, sewers, other utilities, etc.) in such detail as to permit identifying, in the field, boring/test pit locations which will avoid interferences with any subsurface structures. Client shall indemnify and hold STS harmless from liability on account of damages to subsurface structures or injury or loss arising from damage to subsurface structures, the locations of which are not indicated or are incorrectly indicated by the information provided by the Client.

d. If any claim, suit, or legal proceeding, including but not limited to arbitration or meditation, (collectively "claim") arising out of the services under this Agreement is asserted against STS by a person or entity who is not a party to this Agreement, Client agrees, at its sole cost and expense, to defend STS from and against any such claim, suit or legal proceeding. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of STS.

d.1 In no event shall continuation of Client's obligation to defend STS, as stated above, be conditional upon STS's contributing any sums of money toward settlement of any claim. In the event STS is held liable for a greater than pro rata share of any common liability for damage or injury to person(s) or property by operation of law, Client agrees to indemnify STS for those damages awarded in excess of its pro rata share.

d.2 In the event it is adjudicated that the event and/or damages giving rise to the claim were caused in whole or in part by the negligence of STS, Client's obligation to indemnify STS for costs of defense shall be reduced by an amount proportionately equal to the share of damages attributable to STS's negligence. STS shall reimburse Client for such proportionate defense costs incurred by client in defending STS as required by this paragraph 12.d.

e. Notwithstanding any other provision of this Agreement, it is further agreed that to the fullest extent permitted by law the Client shall indemnify and hold harmless STS and its employees, agents, contractors and consultants from and against all claims, damages, losses and expenses, direct and indirect, or consequential damages, including but not limited to attorneys' fees and all Court, arbitration or other dispute resolution costs, arising out of, resulting from, or related to the presence and/or involvement of hazardous substances or constituents, including hazardous waste, at or contiguous to the Project site or contained in samples collected by or received by STS from the Project site. The indemnification set forth in this paragraph 12.e. extends to claims against STS which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release, spillage or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollution in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or (d) any tangible or intangible matter, whether such event or circumstances is sudden or not. Nothing in this Paragraph 12.e. is intended to indemnify, or shall be construed as indemnifying, STS with respect to claims, losses, expenses or damages to the extent caused by STS's own negligent acts or omissions.

SECTION 13: LIABILITY INSURANCE

a. STS represents that it and its agents, and consultants employed by it, is and are protected by Worker's Compensation insurance and that STS has coverage under liability insurance policies which STS deems reasonable and adequate. Upon request, STS shall furnish certificates of insurance to the Client evidencing the risks insured against, and the limits of liability thereunder. In the event the Client requires specific inclusions of coverage in addition to that obtained by STS, or increased limits of liability in STS's liability policies, the cost of such inclusions or increased limits shall be borne by the Client. Except as otherwise provided in Section 12 the Client agrees to limit the liability of STS to the limits of STS's insurance. STS shall not be responsible for claims, damages, losses and expenses arising out of or resulting from acts and/or omissions of the Client, its employees, agents, staff, consultants, contractors or subcontractors employed by it or by any other entity.

SECTION 14: DISPUTE RESOLUTION

a. All claims, disputes, controversies or matters in question arising out of, or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and STS shall select by mutual agreement a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and STS within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

b. If a dispute cannot be settled through mediation as set forth above, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Demand for arbitration shall be made by either party within ten (10) calendar days following termination of mediation. The date of termination of mediation shall be the date of written notice of closing of mediation proceedings issued by the mediator to each of the parties. Demand for arbitration shall be made by filing notice of demand, in writing, with the other party and the American Arbitration Association. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

c. Notwithstanding any other provisions of this Section 14, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of substantial completion of STS's participation in the Project, whichever date shall occur earlier.

d. All mediation or arbitration shall take place in Chicago, Illinois unless Client and STS agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties.

VI.3.

MOTION BY COMMISSIONER

PEKIN, ~~Ill.,~~ May 9, 2005

MOTION BY COMMISSIONER

I move that the quote from R Love Demo for Demolition and/or Removal of House and Accessory Building at 1102 Market Street in the amount of $7,500 be accepted and be awarded contingent on final resolution of litigation.

Seconded by ______________________
Commissioner

BID TABULATIONS

JOB DESCRIPTION AND LOCATION: **DEMOLITION AND/OR REMOVAL** **House and Accessory building at 1102 Market Street**
OPENING DATE: APRIL 26, 2005 WALK THROUGH APRIL 19, 2005 **BID OPENING 10:00 A.M.**

CONTRACTOR NAME		BID	WALK THRU
DEM/EX GROUP INC.		$8,750.00	X
R LOVE DEMO		$7,500.00	X
MARK BALE & SON CONCRETE		NO BID	X

ESTIMATE: $
ESTIMATED BY Ron Sieh

McMillan, Sue

From: Wuellner, Joe
Sent: Thursday, May 05, 2005 9:30 AM
To: Sieh, Ron
Cc: Kief, Denny; McMillan, Sue
Subject: 1102 Market St. Demolition

I just spoke with Bill Streeter on this and it appears that Mr. McCann's latest motion to the Appellate Court is probably valid. They will file a motion to expedite to see if we can speed up the process but until this is taken care of we cannot demolish the house. He said to go ahead and let council approve the contract with actual award pending litigation.
Joe

VI. 4.

City of Pekin

Finance Department

TO: Mayor Howard,
Council Members: Blanchard, Dagit, Jones and Maddox

FROM: Robert A. Reis, Sr., Finance Director/Treasurer

SUBJECT: Service Contract with Pearl Technology

DATE: May 4, 2005

On the agenda Monday night, May 9, 2005 is a service contract with Pearl Technology for the maintenance of our network servers, printers and universal power supplies. The contract is approximately $1,000 more than last year.

The primary cause of the increase was the addition of a new server that was required due to the increased usage and memory requirements of updated software and operating systems. The additional cost was $1,030.

We have removed twelve items no longer in use and added a total of ten items. Most new items are at an increased maintenance cost compared to the items replaced. All new items are added to the service contract as their manufacturers warranty expires.

The computer committee believes the contract is necessary due to the city's reliance on the network for day to day functions in all areas of the City's operation. This provides us with the most cost effective service at a reasonable cost.

If you have any questions, please contact me at your convenience.

Respectfully,

cc: Denny Kief, City Manager
Sue E. McMillan, City Clerk
Computer Committee

I:\MSW\Council \2006\05 0504 – Computer Service.doc

1. Term of Agreement - This Agreement shall commence on the Effective Date and shall remain in effect for a period of twelve (12) months. This Agreement shall continue from month to month after the expiration of the initial term unless terminated by either party upon thirty (30) days' prior written notice. This Agreement shall be terminable by either party during the initial term upon not less than ninety (90) days' prior written notice.
Any item of Equipment may be withdrawn from this written Agreement by the customer, at any time, upon giving thirty (30) days' prior written notice.

2. Charges - The monthly maintenance charges provided for in this Agreement, commencing on the Effective Date of this Agreement, will be invoiced as of the first day of each calendar month. Payment will be made in full within thirty (30) days after the date of invoice. All other charges hereunder are payable as specified in the applicable invoice for such charges. If customer defaults in the payment of any invoice, Pearl Technology may upon notice, modify the payment terms set forth herein, in addition to its other remedies. Charges for a partial month's service will be prorated on the basis of a thirty-(30) day month.

All charges specified are those currently in effect and are subject to change by Pearl Technology upon ninety- (90) days' prior written notice. If the charges are increased, the customer may on the effective date of such increase, terminate this Agreement or withdraw from service any item of Equipment thereby affected upon thirty (30) days' prior written notice; otherwise, the new charge shall become effective upon the date specified in the notice.

There shall be added to the charges due hereunder an amount equal to all taxes, however designated, levied, or based on such charges or on this Agreement, or on the services rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by Pearl Technology in respect of the foregoing, exclusive, however, or taxes based on net income.

3. Scope of Pearl Technology Maintenance Service - Pearl Technology will render maintenance service to keep the Equipment in, or restore the Equipment to, good working order. This maintenance service includes scheduled, preventive maintenance, based upon the specific needs of the individual item of Equipment as determined by Pearl Technology and unscheduled, on-call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by Pearl Technology. Maintenance parts may or may not be manufactured by the original equipment manufacturer, may be altered by Pearl Technology to enhance maintainability, and, may be new or reconditioned to perform as new. All maintenance parts will be furnished on an exchange basis, and the exchanged parts will become the property of Pearl Technology. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If maintenance service is requested by customer to be performed outside the period selected by customer, such service will be provided at the applicable Pearl Technology per call rates and terms then in effect.

4. Exclusions From Pearl Technology Maintenance Service - The following services (inclusive of replacement of maintenance parts) are outside the scope of Pearl Technology maintenance service provided hereunder:

(a) electrical work external to the Equipment;

(b) repair of damage or increase in service time due to any cause external to the Equipment adversely affecting its operability or serviceability which shall include but not be limited to, fire, flood, water, wind, lightning and transportation, or due to neglect or misuse;

(c) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment including, but not limited to, the failure to provide adequate electrical power, air conditioning or humidity control, or customer's improper use, management or supervision of the Equipment including without limitation, the use of supplies, disc packs and cartridges;

(d) repair of damage or increase in service time caused by the use of the Equipment for purposes other than for which it is designed;

(e) furnishing platens, supplies or accessories, painting or re-finishing the machines or furnishing material therefor, making specification changes or performing services connected with relocation of Equipment, or adding or removing approved accessories, attachments or other devices except as set forth herein;

(f) such service which is impractical for Pearl Technology field engineers to render because of alterations in the Equipment or their connection by mechanical or electrical means to another machine or device; and

(g) systems engineering services, programming, and operational procedures of any sort.

The replacement of maintenance parts such as cathode ray tubes is limited to failure of such parts and does not include such occurrences as burnt phosphor of the CRT screen.

In the event the Equipment covered by this Agreement involves the handling of currency, the cash drawer or other compartments containing currency must be removed by customer prior to Pearl Technology commencing service.

5. Other Service Available to Customer - Upon customer's request, the rendition of services outside the scope of Pearl Technology maintenance service will be within the discretion of Pearl Technology and, if performed, will be at the applicable Pearl Technology per call rates and terms then in effect.

6. Access to Equipment - Customer will provide Pearl Technology with full and free access to the Equipment under maintenance service and a safe place in which to perform such service. If persons other than Pearl Technology field engineers repair, modify, or perform any maintenance on any item of Equipment covered by this Agreement, and as a result thereof, any maintenance service by Pearl Technology is required to restore the Equipment to good operating condition and Pearl Technology serviceable condition, such service will be made at the applicable Pearl Technology per call rates and terms then in effect.

7. Additional Equipment - Additional items of Equipment will be made subject to this Agreement upon execution by a duly authorized representative of the customer, and acceptance thereof by Pearl Technology of (a) the customer's purchase order, (b) Pearl Technology's form of addendum or (c) a letter agreement will state the location, the additional items of Equipment, the type, model, serial number, pe riods of maintenance service availability, the effective date of the commencement of maintenance service availability, and charges with respect of such Equipment.

8. Periods of Maintenance Service Availability - The monthly maintenance charge described herein entitles the customer to weekday maintenance service availability during the period of nine (9) consecutive hours between the hours of 8:00 A.M. and 5:00 P.M. daily, Monday through Friday, except legal holidays referred to hereafter as Pearl Technology normal working hours.

The customer may select, for an additional charge, on Equipment for which Pearl Technology offers such service, optional hours of maintenance service availability as shown on the face of this Agreement; however, such optional period(s) shall also exclude legal holidays and must include Pearl Technology's normal working hours.

Scheduled preventive maintenance will be performed within Pearl Technology's normal working hours. If the customer requests preventive maintenance at times outside of Pearl Technology's normal working hours, Pearl Technology will charge at the per call rates and terms then in effect.

The hours of maintenance service availability for Equipment on Monday through Friday, except legal holidays, shall be the same each day and the hours on Saturday or Sunday shall be the same hours on all Saturdays or Sundays.

The customer may change his selected periods of maintenance service availability at the beginning of any calendar month by giving Pearl Technology fifteen (15) days' prior written notice. All Equipment at a single location shall have a common period of maintenance service availability.

9. Travel Expenses - Pearl Technology will charge the customer, if the location shown on the face of this Agreement is located beyond the perimeter of Pearl Technology's designated serviceable Area, for travel time at Pearl Technology per call rates and terms then in effect, as well as for all other expenses incurred by Pearl Technology field engineer for travel beyond the perimeter of such Pearl Technology Serviceable Area in connection with service during Pearl Technology's normal working hours.

10. Maintenance Service Outside Selected Periods - If the customer requests unscheduled on-call remedial maintenance to be performed at a time which is outside the selected period of maintenance service availability, the service will be furnished at the applicable Pearl Technology per call rates and terms then in effect. Travel time and expenses are billable in connection with such maintenance.

11. Installation and Control of Engineering and Safety Changes - Pearl Technology will control and install all engineering changes it deems necessary on Equipment covered by this Agreement unless otherwise requested by the customer in writing. There will be no charges for such engineering changes.

Pearl Technology will control and install, without charge, all safety devices it deems necessary. If the customer refuses to permit installation of a safety change, or removes a safety change already installed, Pearl Technology may, at its option, discontinue providing maintenance service until the hazard has been corrected.

If the customer requests installation of engineering changes, including safety changes, at any time other than during Pearl Technology's normal working hours, Pearl Technology reserves the right to charge for such service at the applicable Pearl Technology per call rates and terms then in effect.

12. Disclaimers; Customer's Responsibilities - PEARL TECHNOLOGY'S OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED. PEARL TECHNOLOGY WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, OR LOSS OF USE OR OTHER BENEFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE PERFORMED HEREUNDER.

It is the responsibility of the customer to ensure that all of its files are adequately duplicated and documented. Pearl Technology will not be responsible for customer's failure to do so, nor for the cost of reconstructing data stored on disc files, tapes, memories, etc. lost during the course of performance of maintenance service.

13. General - Pearl Technology reserves the right to adjust the specified monthly charges if the Equipment specifications, attachments or features of any item of Equipment are changed after the date hereof.

Pearl Technology is not responsible for any failure to render service due to strikes or causes reasonably beyond its control.

The customer represents that it is the owner of the Equipment subject to this Agreement or, if not the owner, that it has the authority to enter into this Agreement.

Pearl Technology may upon giving prior written notice to the customer, assign this Agreement and Pearl Technology's rights hereunder, to any parent, subsidiary or affiliate thereof. This Agreement is not assignable by customer without the prior written consent of Pearl Technology, Inc. and any attempted assignment without prior written consent shall be void.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Pearl Technology reserves the right to terminate maintenance service immediately in the event customer is in default under any agreement with Pearl Technology. This Agreement will terminate immediately and all charges due hereunder will become immediately due and payable in the event that customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against customer under any law having for its purpose the adjudication of customer a bankrupt or the reorganization of customer.

Any notice or other communication given hereunder shall be in writing and mailed, if to Pearl Technology to the address of Pearl Technology's District office shown on the face of this Agreement, and if to the customer, to the address of the customer shown on this Agreement or to such other address as such party shall have heretofore designated by notice in writing. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.

This Agreement shall be governed by the laws of the State of Illinois and constitutes the entire Agreement between Pearl Technology and the customer with respect to the furnishing of Pearl Technology maintenance service. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.

The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the customer for the repair or maintenance of the Equipment.

Customer acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions. Further, customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which superseded all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Presented by: ____________________

Accepted by:

Pearl Technology, Inc.

By: AE Kuhlman

Title: VP ops

Date: 4/28/05

Accepted by:

By: ____________________

Title: ____________________

Date: ____________________

HO- 2130

VI.5.

OFFICER=S CERTIFICATE

To: Illinois Housing Development Authority
401 N. Michigan Avenue
Suite 900
Chicago, Illinois 60611
Attn: Matthew E. Burke

Re: City of Pekin, Illinois ("**Sponsor**")

Ladies and Gentlemen:

Please refer to the Grant Agreement dated as of April 15, 2005 ("**Grant Agreement**"), among Sponsor and the Illinois Housing Development Authority ("**Authority**"). This certificate (this "**Certificate**") is delivered to you pursuant to the terms of the Grant Agreement. Capitalized terms used but not otherwise defined in this Certificate have the meanings set forth for such terms in the Grant Agreement.

The undersigned hereby certifies to the Authority as follows:

1. The undersigned is the Clerk or Assistant Clerk of the Sponsor and that as such the undersigned is authorized to execute this Certificate on behalf of the Sponsor.

2. The person or persons listed on Exhibit A hold the offices of Sponsor set forth next to their respective names and hold such offices by election or appointment through the date of this Certificate. The signature appearing opposite such person=s name is his or her genuine signature. Such person is authorized to execute the documents authorized by the resolutions attached as Exhibit B.

3. Attached as Exhibit B and incorporated by reference is a true, correct and complete copy of the resolutions duly adopted by the City Council of the Sponsor, authorizing, among other things, the execution, delivery and performance of the Grant Agreement on behalf of the Sponsor; such resolutions are in full force and effect on and as of the date of this Certificate and have not been amended, rescinded or repealed.

4. On the date of this Certificate, the representations and warranties of the Sponsor set forth in the Grant Agreement and the other documents identified in the Grant Agreement are true and correct in all material respects with the same effect as if made on the date of this Certificate (except to the extent stated to related to a specific earlier date, in which case such representations and warranties are true and correct as of such earlier date).

5. On the date of this Certificate, no Default or Event of Default has occurred and is continuing.

(Signature Page Follows)

EXHIBIT A

INCUMBENCY CERTIFICATE

Name	Office	Signature
Lyndell Howard	Mayor	______________________________
______________________________	Clerk	______________________________
______________________________	Assistant Clerk	______________________________

Illinois Housing Development Authority®
A self-supporting public agency

401 N. Michigan Avenue, Suite 900
Chicago, Il 60611
(312) 836-5200 TDD (312) 836-5222
http://www.ihda.org

Rod R. Blagojevich
Governor

February 10, 2005

City of Pekin, Illinois
111 S. Capitol Street
Pekin, Illinois 61554
Attn: Mayor Lyndell Howard

Re: ***Conditional Commitment Letter for City of Pekin, Illinois Single Family Owner-Occupied Rehabilitation (SFOOR) Program (HO-2130)***

Dear Mayor Howard:

The Illinois Housing Development Authority ("**Authority**") is a body politic and corporate of the State of Illinois, created by and existing pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. (1994) ("**Act**"), CFDA number 14.239. The Authority has been designated the program administrator of the HOME Investment Partnerships Program ("**HOME Program**") for the State of Illinois, as authorized by Title II of the National Affordable Housing Act of 1990 (P.L. 101-165) ("**HOME Act**"), the regulations promulgated thereunder and codified at 24 CFR, Part 92 ("**Regulations**") and the Authority's rules for the HOME Program, codified at 47 Ill. Adm. Code, Part 371 ("**Rules**"), all as may be amended and supplemented from time to time. All capitalized terms not defined in this Agreement shall have the meanings established in the Rules and Regulations.

City of Pekin, Illinois ("**Sponsor**"), applied to the Authority for, and the Authority agrees to make, a grant in the maximum amount of One Hundred Sixty-Eight Thousand and No/100 Dollars ($168,000) ("**Grant**") to the Sponsor for the Sponsor's program (the "**Rehabilitation Program**") to lend funds for the rehabilitation of approximately Four (4) single-family owner-occupied residences (each a "**Residence,**" and collectively, the "**Residences**") to be identified at a later date, which are located in Tazewell County, Illinois. The rehabilitation of a Residence shall hereinafter be referred to as a "**Project.**"

A. **CONTINGENCIES**: The Authority's performance of its obligations under this Conditional Commitment Letter ("**Letter**") is contingent upon:

1. sufficient appropriation of funds for the HOME Program by the State of Illinois;

2. the availability of monies for the Project in, and the Authority's receipt of funds from, the United States Department of Housing and Urban Development ("**HUD**");

Hundred Ninety-Nine and No/100 Dollars ($14,999), each Rehabilitation Program Agreement shall provide that the Loan shall be forgiven, except in the event of any Transfer (as hereinafter defined) within five (5) years of the date of completion of the Project. In the event of such Transfer, the Household receiving the Loan shall repay to the Sponsor a pro-rated portion of the Loan. For such Loans, the amount of such repayment shall be the original principal amount of the Loan less one-sixtieth (1/60th) of such amount for each full month during which the Household has occupied the Residence, calculated from the date of completion of the Project. For each Loan with an original principal amount between Fifteen Thousand and No/100 Dollars ($15,000) and Forty Thousand and No/100 Dollars ($40,000), each Rehabilitation Program Agreement shall provide that the Loan shall be forgiven, except in the event of a Transfer within ten (10) years of the date of completion of the Project. In the event of such Transfer, the Household receiving the Loan shall repay to the Sponsor a pro-rated portion of the Loan. For such Loans, the amount of such repayment shall be the original principal amount of the Loan less one-one hundred twentieth (1/120th) of such amount for each full month during which the Household has occupied the Residence, calculated from the date of completion of the Project. For purposes of this Letter, the term **"Transfer"** shall mean any sale or other transfer of the Residence, other than a transfer by will or by operation of law upon the death of a joint tenant owner of the Residence.

(d) **Income Limitation**. All Households selected to participate in the Rehabilitation Program shall have a gross annual income, adjusted for family size ("**Income**"), less than or equal to eighty percent (80%) of the median income for the metropolitan statistical area in which the Residence to be rehabilitated is located, as determined by HUD ("**Median Income**"). Notwithstanding the foregoing, approximately three (3) Households shall have an Income less than or equal to fifty percent (50%) of the Median Income, and approximately one (1) Households shall have an Income less than or equal to thirty percent (30%) of the Median Income.

(e) **Lead Based Paint**. Each Residence shall comply with the L ead B ased Paint Poisoning Prevention Act, 42 U.S.C. 4821, *et seq*., and its implementing regulations, 24 C.F.R Part 35, each as respectively amended from time to time.

(f) **Residence Value**. The appraised value of each Residence after completion of the Project shall not exceed One Hundred Seventy-Two Thousand Six Hundred Thirty-Two and no/100 Dollars ($172,632).

(g) **Disbursement of Grant Proceeds**. The Authority shall disburse the proceeds of the Grant to the Sponsor as provided in the Grant Agreement. The proceeds of the Grant shall be used only for Eligible Costs of Projects.

(h) **Term**. The Grant proceeds shall be available for use by the Sponsor for a period of twelve (12) months.

6. **Program Schedule**. The Sponsor has agreed to the Program Schedule attached hereto as **Exhibit A** and acknowledges that (i) time is of the essence with respect to the deadlines set forth therein and (ii) failure by the Sponsor to achieve such deadlines may result in the loss of or reduction in Grant proceeds.

7. **Sponsor's Eligible Fees**. The Sponsor may retain, as Project Delivery Costs (as defined by the Authority), up to fifteen percent (15%) of the HOME Program funds expended for Hard Costs and Soft Costs (both as defined by the Authority) budgeted for each Project, provided that such Project Delivery Costs are documented Eligible Costs specific to such Project. The Sponsor also may retain up Eight Thousand ($8,000) of the Grant amount for reimbursement of Administrative Costs (as defined by the Authority) of the Rehabilitation Program, provided that such Administrative Costs are Eligible Costs.

D. **GENERAL PROVISIONS**:

1. **Assignment**. This Letter is not assignable by the Sponsor, in whole or in part, without the prior written approval of the Authority's Director, Deputy Director, Assistant Director or Manager, Portfolio Administration, which approval may be withheld or conditioned in his or her sole discretion.

2. **Termination**. If the conditions of the making of the Grant set forth in the Grant Documents are not met on or before the Outside Effective Date, except by reason of the Authority's default under the Grant Documents, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect. Time is of the essence of this Letter.

3. **No Personal Liability**. No member, officer, agent or employee of the Authority, its successors and assigns shall be liable personally concerning any matters arising out of or in connection with the undertakings or obligations set forth in this Letter.

4. **Time for Acceptance**. The terms and conditions of this Letter shall not become effective unless the Sponsor accepts them by executing three (3) copies of this Letter where indicated, three (3) copies each of the Contract Certifications, the TIN Disclosure, the Books and Records Certification and the Drug Free Workplace Certification attached to this Letter as **Exhibits B, C, D** and **E**, respectively, in the space provided for signature thereon, and returning two (2) original copies of all of the above to Matthew E. Burke at the Illinois Housing Development Authority, 401 N. Michigan Avenue, Suite 900, Chicago, Illinois 60611, within sufficient time so that such originals are received on or before February 10, 2005.

5. **Publicity**. The Authority reserves the right to publicize the issuance of this Letter and the making of the Grant. The Sponsor shall notify the Authority immediately of any formal publicity in connection with a Project that is arranged or promoted by the Sponsor or any other party participating in such Project. Formal publicity includes, but is not limited to, participation in news conferences and media events, such as ground breaking and dedication ceremonies. The use of the Authority's name in any signage is subject to the Authority's prior written consent.

8. Waiver of Jury Trial. **THE SPONSOR AND THE AUTHORITY EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS LETTER OR OTHERWISE RELATED TO THE TRANSACTION CONTEMPLATED HEREBY OR ARISING FROM THE RELATIONSHIP WHICH IS THE SUBJECT OF THIS LETTER AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

9. **Liability of the Authority**. In no event shall the Authority be liable to the Sponsor for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the Authority of its obligations under this Letter or in connection herewith and the Sponsor waives all claims for consequential and incidental damages and for all damages described in **Paragraph 10** below.

10. **Funding**. The parties acknowledge that the Grant is to be funded with monies provided by HUD, and that the Authority is under no obligation to request such funds for any disbursement of Grant proceeds unless and until all necessary preconditions to disbursement set forth in the Grant Documents shall have been satisfied to the Authority's satisfaction, and that significant time delays might result from the funding of such monies by HUD. Without limiting the generality of **Paragraph 9** above, in no event shall the Authority be liable to the Sponsor for any damages whatsoever which might result in whole or in part from any delays in funding any proceeds of the Grant.

11. **Alternative Funding Source**. The Sponsor understands and agrees that the Authority has the option, but not the obligation, to disburse all or a portion of the Grant from the Authority's revolving account, in which event all monies allocated to the Project from HUD shall be paid first to the Authority's revolving account until the account is reimbursed in full and thereafter to the Sponsor in accordance with this Letter and the Grant Documents.

12. **Indemnification of the Authority**. The Sponsor hereby agrees to indemnify the Authority and hold it harmless from and against any and all claims, actions, damages, costs, liabilities and expenses, including without limitation attorneys' fees, incurred by the Authority in connection with any Residence or Project or occasioned wholly or in part by any act or omission of Sponsor, its officers, directors, partners, agents, contractors, employees or tenants. In case the Authority shall, without fault on its part, be made a party to any litigation commenced by or against the Sponsor, then the Sponsor shall protect and hold the Authority harmless and shall pay all costs, expenses and attorneys' fees incurred or paid by the Authority in connection with such litigation. The obligations of Sponsor under this **Paragraph 12** shall survive the making of the Grant.

13. **Additional Requirements**.

(a) The Sponsor agrees not to commit unlawful discrimination in employment in the state as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.). The Sponsor further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

This Conditional Commitment Letter for City of Pekin, Illinois is dated as of the date first set forth above.

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Kelly King Dibble
Kelly King Dibble
Its: Executive Director

cc: Aaron B. Zarkowsky (Deutsch, Levy & Engel, Chartered)

Accepted by the Sponsor as of the
10th day of February, 2005.

SPONSOR

City of Pekin, Illinois

By: Lyndell Howard
Mayor Lyndell Howard

EXHIBIT B

CONTRACTOR CERTIFICATIONS

EDUCATIONAL LOANS

Two-party signed agreements:

The contractor certifies that is not in default on a educational loan as provided in Public Act 85-827.

Purchase orders:

By acceptance of this order, the contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827.

BRIBERY CLAUSE

Two-party signed agreements:

The contractor certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

Purchase orders:

By acceptance of this order, the contractor certifies that it is not barred from being awarded a contract or subcontract under Section 10.1 of the Illinois Purchasing Act.

BID-RIGGING/BID-ROTATING LAW

Two-party signed agreements:

The contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Purchase orders:

By acceptance of this order, the contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

INTERNATIONAL ANTI-BOYCOTT CERTIFICATION ACT

Section 5 of the International Anti-Boycott Certification Act (30 ILCS 582/1) provides as follows:

EXHIBIT C

CONTRACTOR FEDERAL TAXPAYER IDENTIFICATION

NUMBER AND LEGAL STATUS DISCLOSURE

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: City of Pekin, Illinois

Taxpayer Identification Number: Employer Identification Number 37-60002169

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status *(check one)*

______	Individual	X	Governmental entity
______	Owner of sole proprietorship	______	Nonresident alien individual
______	Partnership	______	Estate or legal trust
______	Tax-exempt hospital or extended care facility	______	Foreign corporation, partnership, estate or trust
______	Corporation providing or billing medical and/or health care services	______	Other: Not-for Profit Corporation
______	Corporation NOT providing or billing medical and/or health care services		

SPONSOR

City of Pekin, Illinois

By: Lyndell Howard

Mayor Lyndell Howard

Dated as of February 10, 2005

EXHIBIT E

DRUG-FREE WORKPLACE CERTIFICATE

STATE OF ILLINOIS

DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580). 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 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 from 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 the issuing of 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.

The contractor/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 or contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition; and

(3) Notifying the employees 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;