



City of Pekin

REGULAR COUNCIL MEETING MONDAY, APRIL 14, 2008

5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Tebben

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda.

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of Regular Council Meeting of March 24, 2008.

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

Speakers to state name, address, and spell last name. Questions unrelated to agenda items are accepted during "Public Questions" near the end of the meeting.

VII. CONSENT AGENDA

1. **Receive and File Monthly Reports and Minutes:** Building Report, Police Department March Report
Airport Commission Minutes dated March 12, 2008
2. **Charitable Solicitation:** Tazewell County Museum - Contribution Letters
AMVETS Veterans Food Pantry Drive April 26, 2008
Matt Fisher - Father Cancer Fundraiser June 15, 2008
HOPE Helping Other People Excel Business Solicitation
3. **Proclamations:** American Legion and American Legion Auxiliary "Poppy Days" May 22-24, 2008
"Child Abuse Prevention Month" April 2008
"Pekin Lettes Day" June 25, 2008
"National Library Week"
"Dragon Pride Week" May 1, 2008 week

4. **Receive and File** Comcast correspondence informing additions and changes to channel line-up

5. **Receive and File** Bids Annual Street Maintenance

ACTION: Motion to approve all items listed on the Consent Agenda by Omnibus Vote.

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

1. OFFICER OF THE YEAR

DESCRIPTION: Recognition of Service to Pekin Police Department Lieutenant Gregory Nelson

PRESENTATION: Police Chief Timothy Gillespie

2. LIBRARY DEPARTMENT REPORT

DESCRIPTION: Annual Update

PRESENTATION: Library Director Jeff Brooks

3. FY 2010-2014 BUDGETS "PRELIMINARY" BUDGETS PRESENTATION

PRESENTATION: City Manager Dennis Kief

IX. NEW BUSINESS

1. Agreement with Municipal Systems, Inc.

(TG)

DESCRIPTION Addendum to standard terms and conditions for the Administrative Parking and Compliance Hearing System Agreement. Language provides for new software "web-based" application for payment of violations. Extending the agreement saves the City approximately \$5,000.00 for what it would cost in upgrade of City server.

ACTION: Motion to approve the addendum to extend for a three-year term.

VOTE REQUIRED

2. Municipal Estimate of Maintenance Costs May 1, 2008 – April 30, 2009

(DP)

DESCRIPTION: Maintenance cost for 8 operations, snow removal, lighting, signals, etc. totaling \$697,950.00. Expenditure provided in the budget. Submission to IDOT covers a 12 month period to allow reporting to coincide with City of Pekin Fiscal Year.

ACTION: Motion to approve costs estimates to be submitted to IDOT.

VOTE REQUIRED

**3. Resolution No. 39-07/08 - Illinois Department of Transportation Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code
SECTION 08-00000-00-GM**

(DP)

DESCRIPTION: Appropriating \$700,000.00 Motor Fuel Tax (MFT) Funds for maintaining Street Department operations.

ACTION: Motion to adopt Resolution.

VOTE REQUIRED

4. Award Bids for Annual Street Maintenance

(DP)

SECTION 08-00000-01-GM

DESCRIPTION: Bids were opened April 2, 2008 for seal coating of 26.28 miles of streets. One bid was received, R A Cullinan \$878,311.44. City estimate \$879,701.20. It is recommended that the bid be accepted and the contract awarded to Cullinan. Resolution No. 35 approved MFT Funding in the amount of \$500,000.00 adopted March 25, 2008 and approved by IDOT March 1, 2008.

ACTION: Motion to award the contract to R A Cullinan and Son. in the amount of \$878,311.44.

VOTE REQUIRED

5. Resolution No. 40-07/08 - Illinois Department of Transportation Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (JW)
SECTION 08-00177-00-TL

DESCRIPTION: Appropriating \$3,000.00 Motor Fuel Tax (MFT) Funds for the City's portion of IDOT's McNaughton Bridge Repairs. Project includes removing and replacing the pavement, repairing curb & cutters and signal upgrades east end of bridge to railroad tracks.

ACTION: Motion to adopt resolution.

VOTE REQUIRE

6. Work Proposal Whitney & Associates (JW)

DESCRIPTION: Proposal and schedule of fees to provide Construction Materials Testing Support. City will need qualified testing firm familiar with IDOT requirements for several road construction projects for this summer.

ACTION: Motion to approve an amount not to exceed \$10,000.00.

VOTE REQUIRE

7. Approval of the Compensation Schedule for City Manager Dennis Kief (DT)

DESCRIPTION:

ACTION: Motion to approve \$3000 increase compensation May 1, 2007 through April 30, 2008.

VOTE REQUIRED

8. Ordinance No. 2551-07/08 – Amending Title 1, Chapter 10 of the Code of the City of Pekin 1995 (DK)
Regarding the Enterprise Zone

DESCRIPTION: Amendment to increase the Enterprise Zone Boundary to include the Horizon Wind Farm Project

ACTION: Motion to adopt ordinance.

VOTE REQUIRED

9. Amendment to Intergovernmental Agreement with Tazewell County (DK)
Regarding the Enterprise Zone

DESCRIPTION: Amendment to City/County Agreement extending the Enterprise Zone temporarily .7336 square miles and ultimately .1744 square miles. City to receive \$250,000 Certification Fee.

ACTION: Motion to approve the amendment.

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

5 ILCS 120/2 (c.) 1. The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body

5 ILCS 120/2 (c.) 6. Sale and/or Lease of Municipally Owned Property

***ACTION:** Motion to move to executive session for the purpose of discussing Personnel and sale of Municipally Owned Property*

VOTE REQUIRED

XII. ADJOURNMENT

With no further action to come before the Council the Mayor declares meeting closed in open session.

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY, MARCH 24, 2008 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

**PRESENT: COUNCIL MEMBERS, ABEL, BLANCHARD, JONES, KORTKAMP, STRAND,
AND DUNN**

ABSENT: NONE

The Pledge of Allegiance was led by Mayor R. David Tebben.

Roll was called and all Council Members were present.

Agenda

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

Motion by Council Member Blanchard, seconded by Council Member Dunn, that the **minutes of the Regular City Council Meeting of March 10, 2008, be approved as written**. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Council Member Strand, seconded by Council Member Blanchard, that the Consent Agenda be approved as presented.

Mayor Tebben read and presented the following for consideration of the Consent Agenda items by Omnibus Vote.

1. **Receive and File Monthly Reports and Minutes:** Fire Department Report February, Building Report February, and Traffic Safety Minutes dated March 7, 2008
2. **Approve Proclamation:** "National Fair Housing Month" April 2008
"Young Authors Week" April 7, 2008
3. **Resolution No. 37 - 07/08 – Regarding Minutes of Executive Session Meetings**
4. **Receive and File Planning Commission Minutes Dated March 12, 2008**
5. **Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #08-1762 - recommends to approve the zoning assignment of Lick Creek Manor Ext #2 from AG to R-2 with PIN #04-04-36-206-039 Pt of the E ½ of the NE ¼ of Sec 36 T25N R5W of the 3rd Principal Meridian Tazewell County
 - b. Hearing #08-1763 no action taken – changes to Tile 10 Subdivision Codes

On roll call vote, all present voted Aye.

COMMUNICATIONS, PETITIONS, REPORTS

A PUBLIC HEARING was opened by Mayor Tebben at 5:35 p.m. for the purpose of considering testimony relative to the adoption of an ordinance providing for the voluntary annexation of territory known as Deerfield 5 Subdivision. Petition was received by Council at the meeting of March 10, 2008 from Marvin W. Spicza to annex property at the east end of Deerfield Drive to be annexed within the corporate boundary of the City of Pekin of PIN # 10-10-11-105-021 and PIN # 10-10-11-105-005. A notice of hearing was published in the Pekin Daily Times on March 8, 2008. Code Enforcement Officer Ron Sieh told Council

that the annexation was recommended by the Pekin Planning Commission as a fitting extension of construction in Deerfield Subdivision of 10.39 acres containing 28 lots. There were no comments received from the public to enter into the official record. The hearing was closed at 5:38 p.m.

NEW BUSINESS

Motion by Council Member Strand, seconded by Council Member Abel, that the **BUS ROUTE CHANGES AS PRESENTED BE APPROVED AS PROVIDED IN THE AGREEMENT WITH GREATER PEORIA MASS TRANSIT FOR CITYLINK OPERATION OF THE MUNICIPAL BUS SERVICES**. Transportation Superintendent Greg Ranney told Council that representatives from CityLink presented the minor route changes at the meeting of February 25, 2008. The improvement to the routes did not modify the contract. On roll call vote, all present voted Aye.

Motion by Council Member Kortkamp, seconded by Council Member Jones, that the **2008 ACTION PLAN FOR COMMUNITY BLOCK GRANT ENTITLEMENT** be approved. Community Development Coordinator Pam Anderson briefed Council as to the CDBG Action Plan, which states the needs, priorities and plans for the upcoming fiscal year and performance measurements based on the 5-Year Consolidated Plan. She reported that there was a 4% reduction in the grant application. On roll call vote, all present voted Aye.

RESOLUTION NO. 38-07/08

INTENT TO ISSUE SINGLE FAMILY MORTGAGE REVENUE BONDS

Motion by Council Member Kortkamp, seconded by Council Member Jones, that Resolution No. 38 07/08 be adopted. Mrs. Anderson reported the Assist Program sponsored by the State of Illinois, offered families the opportunity to buy their own home by issuing tax-exempt revenue bonds. The bonds are not a debt of the municipalities. Funds are provided for closing cost and down payment. From March 2007 to present the program had assisted 189 purchases of homes in the City of Pekin. Having an average of \$80,000. Mayor Tebben advised that national level funding programs were being reduced and many in jeopardy of not being funded. On roll call vote, all present voted Aye.

ORDINANCE NO. 2550-07/08

PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEKIN PIN # 10-10-11-105-021 AND PIN # 10-10-11-105-005 DEERFIELD ESTATES SECTION FIVE SUBDIVISION

Motion by Council Member Jones, seconded by Council Member Kortkamp, that Ordinance No. 2550-07/08 be adopted. Council Members heard in the previous public hearing the details of the ordinance to approve the annexation of the property into the City of Pekin. On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A172-07/08

ASSIGNMENT OF ZONING OF CERTAIN TERRITORY DEERFIELD ESTATES SECTION FIVE PIN # 10-10-11-105-021 AND PIN # 10-10-11-105-005

Motion by Council Member Jones, seconded by Council Member Strand, that Ordinance No. 1568-A172-07/08 be adopted. Pekin Planning Commission recommended approving the assignment of Single Family Residential District R-2 to the annexed property. Council received that PPC hearing at a previous meeting subject to annexation. On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A173-07/08

REZONING OF CERTAIN TERRITORY LICK CREEK MANOR EXTENSION TWO PIN # 04-04-36-206-039

Motion by Council Member Abel, seconded by Council Member Dunn, that Ordinance No. 1568-A173-07/08 be adopted. Pekin Planning Commission recommended approving the assignment of Single Family Residential District R-2 from AG. Mr. Sieh stated that the plans for the extension as residential fit the neighboring areas. The PPC had previously recommended the zoning class but in reviewing the legal the original extension of Lick Creek Manor had not been assigned. Mr. Sieh indicated the action be taken was a matter of housekeeping. On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Kortkamp, that **AUTHORIZATION BE GIVEN TO PROCEED WITH STUDY TO DETERMINE APPROPRIATE LOCATION OF THE FIRE STATION PROJECT.** A request was made to Council in order for Fire Chief Chuck Lauss and his committee to proceed with the study to determine the space needs for an appropriate relocation of Southside Fire Station. The Chief told Council that the footprint proposed included sleeping quarter needs, police sub-station, offices, regional training and emergency operation center. It was indicated to Council that the study with Farnsworth was a necessary first step in evaluating the square footage necessary for a facility, new or existing, and not a commitment to relocate or construct a building. Each Council Member in turn addressed the issues of a more global study of the evolution of the fire department's roll and/or voiced their support of the motion before them. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Member Blanchard noted in consent agenda that Executive Minutes of the Council were released and that the general public should review them at City Hall to see the work of the Council.

Council Member Abel requested that the matter of adding the month of November to the winter averaging of the wastewater billing be placed on the Council agenda for the next meeting in order to vote the proposal up or down.

Director of Solid Waste Greg Ranney announced that Yard Waste pickup started the week of March 24, 2008. Council Member Jones spoke on the advantages of recycling. Mr. Ranney indicated to Council Member Kortkamp that there were pockets in the city that did not recycle.

Dennis Davison 1820 Winged Foot Drive spoke on the issue of increased litter in the downtown as a result of the smoking ban in public buildings. He cited specific violations from bar owners in the 500 block of Court where his business is located. He requested something be done to enforce the law. Mayor Tebben indicated that the County had proposed making the Court House campus a no smoking area, which would leave a challenge to litter on public right of way and sweepings into streets.

EXECUTIVE SESSION

Motion by Council Member Dunn, seconded by Council Member Blanchard, that Council move to Executive Session at 6:20 P.M. to discuss the setting of price for the sale and/or lease of municipally owned property 5 ILCS 120/2 (c.) 6. and litigation, when an action against, affecting or on behalf of the particular public body finds that an action is probable or imminent 5 ILCS 120/2 (c) 11. On roll call vote, all present voted Aye.

No further business to come before the Council, in open session, Mayor Tebben called the meeting closed.

COUNCIL ADJOURNED AT 7:10 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Police Department

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR MARCH 2008**

	MARCH 2007	FEBRUARY 2008	MARCH 2008
TRAFFIC TICKETS	508	256	300
WARNING TICKETS	472	290	274
OFFENSES	573	365	506
ARRESTS	261	174	279
PARKING TICKETS	407	339	191
STOPS	763	758	840

Breakdown of Parking Tickets

Abandoned Vehicle	0	2	2
Fire Lane	0	3	0
No Parking Light	0	0	0
Handicapped	8	11	2
Improper Parking	9	28	45
Restricted Parking	359	239	139
No Parking Zone	16	11	2
Fire Hydrant	0	0	0
Meter Violation	15	4	0
Snow Ban	0	98	0
Bus Zone	0	3	0
TOTAL	733	399	191

City of Pekin
Airport Commission Meeting Minutes
March 12, 2008

Commissioners: Present –Peter Kalman, Lillard Hedden, Robert Ehrich, Mike Fort, & Charles Thomas
Attendees: Joe Wuellner, Geoff Shilton, Stan Herrin, Bill Baker, Don Barth, J.R. Ginz, & Al Lurie

Open Meeting: Chairman Kalman called the meeting to order at 3pm.

Roll Call: Roll was called and it was determined that there was a quorum.

Agenda:

Old Business:

1. Update on Flashlight Drags – Mr. Kalman updated the members on what was being proposed. The issue of police and fire protection was discussed and Mr. Wuellner said that he had checked with the two departments and the main issue was who would be paying for the overtime. Mr. Ginz stated that they would pay. The airport will receive 10% of all proceeds. Motion made by Mr. Thomas to proceed with allowing these on a case by case basis. Motion seconded by Mr. Kalman and vote was 4 Ayes and 1 Abstain. Mr. Ginz was requested to get all the paperwork in for the first scheduled event on June 7th. Mr. Kalman will check with IDOT Div. of Aeronautics to see what will be required to close the runway.
2. Hangar Doors – Mr. Herrin was present to discuss what input he had received from the Erect-A-Tube representative and a contractor on the cost to do project. Costs were higher than budget. It was decided to go with a straight bid.
3. West Ramp Seal Coat – Mr. Herrin said that they are getting together with a contractor to go over the project. Hoping to have this ready for the June letting.
- 4.

New Business:

1. New Sign – Mr. Kalman stated that he was asked about getting the sign up designating the new field name. It was decided to have the main sign repainted with the field name added.
2. Byerly Contract – Mr. Kalman closed the regular meeting and went into executive session to begin working on the new contract and to discuss the proposal from Byerly.
- 3.

Adjourn: No other business was discussed and the meeting adjourned at 5:00pm.

Next regular meeting will be next year, April 9, 2008 at 3pm.



Tazewell County Historic Places Society

Tazewell County Museum and Educational Center
2950 Court St.

Pekin, Illinois 61554

1-309-347-8375 or 1-309-346-1889

March 27, 2008

Pekin City Council
111 S. Capitol St.
Pekin, Il. 61554

Dear Pekin City Council,

The Tazewell County Historic Places Society, parent organization of the Tazewell County Museum and Educational Center located at 2950 Court St., Pekin, Il. 61554 will be sending out letters requesting funds for the operating budget for the museum for this year.

The Tazewell County Museum and Educational Center has achieved a very successful year since last March 23, 2007 when we officially opened our museum at our new location in the Sunset Shopping Plaza. We are now celebrating our 5th year in operation here in Pekin. We are again ready to expand our services as the demand by the public is growing.

We look forward to opening several new exhibits with great excitement in June.

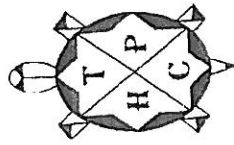
You are cordially invited to view the museum at any time. I have enclosed a brochure stating our hours or you may call to set up a special viewing. Our officers and volunteer staff would be happy to meet you and give you a tour.

Sincerely,

Christal E. Dagit

Christal E. Dagit, President and Museum Director

TAZEWELL COUNTY MUSEUM & EDUCATIONAL CENTER



2950 Court St
Pekin, IL 61554
309-347-8375

Hours of Operation:

Monday, 10 a.m. to 2 p.m.
Wednesday, 10 a.m. to 2 p.m.
Saturday, 10 a.m. to 12 p.m.
Or Call 309-346-1889

What is in the Museum?

The TCHPS is devoted to preserving the history of Tazewell County from pre-historic times to the present. We reached the goal of opening a museum for all to enjoy and learn. A temporary site on Broadway is now open for you to enjoy.

There are artifacts ranging from the Stone Age to the Space Age. Your tour of the Tazewell County Museum and Educational Center will include:

- Pre-History: Mammoth teeth and bones
- Native American: History of Indian tribes, Villages and artifacts to reflect the history of our Native American heritage.
- Early Explorers: Information from when Marquette and Joliet made their first trip up the Illinois river in 1673 to the building of Fort Crevecoeur in 1680, and early French settlers, villages and cemeteries, prior to 1840.
- Abraham Lincoln: Information on Abraham Lincoln in Tazewell County.
- Early Industry: Holt manufacturing, (later renamed Caterpillar Tractor Co.), coal mines & distilleries played an important role in our economic development.
- Everett M. Dirksen Collection: Contains information on Everett M. Dirksen and some of his artifacts and law library.

- Railroads: Documents, blueprints maps, and historical information. Tazewell County was a major railroad hub and the museum has a large, archival library collection.
- Significant NASA memorabilia from Pekin native, Astronaut Scott Altman.
- Wartime Memorabilia: Veteran's items from the Civil War to today's recent conflicts. A large Civil War library is in the archives.
- Hinner's Organ Factory: A piano from 1917 and a later model organ are on display.

Membership Information

To become a member or to donate to the Museum Fund contact Christal Dagit, or mail your donation to the address in the box below.

Dues Structure

Student \$5	Charter \$10
Individual \$15	Contributing \$25
Business Sponsor \$100	
Lifetime Individual \$300	
Lifetime Couple \$500	
Family Membership \$35	
Organizations \$25	Government \$25

TCHPS

C/O Christal Dagit, president
2950 Court Street
Pekin IL 61554

Our local history has a very strong French influence. Exploration of this area took place in the late 1600's by Robert Cavalier, Sieur De LaSalle. In the winter of 1680, LaSalle built Fort Crevecoeur. Today, a replica of a fort, built in 1980, stands in Creve Coeur, IL as a landmark of the past and a centerpiece in the heart of the "French Heritage Corridor."



TCHPS also remembers and honors all who are making history today. Members of Pekin Woman's Club recently joined TCHPS in honoring Astronaut Scott Altman for his contributions to the history of space science.

February 27, 2008

To Whom It May Concern:

The Pekin AMVETS Post 235 and Ladies Auxiliary is planning a food drive for its Veteran's Food Pantry. The pantry serves the veteran's in the Tazewell area. We would like to locate a vehicle near the door of your store to fill with non-perishable items to supplement our pantry. If you would be willing to help us do this we would like to know what you would require of us. The date we would like to do this is April 26, 2008. Would you help us in this endeavor? The items needed include food items, paper products, personal hygiene products, etc.

You have been so helpful to us with other projects and with our food baskets when they are needed. We are grateful for the help you give us. Thank you for your support.

Commander Pantry Chairperson

Paul Kerby Mary Kerby

McMillan, Sue

From: Paul & Mary Kerby [pmkerby@grics.net]
Sent: Thursday, April 03, 2008 3:36 PM
To: McMillan, Sue
Subject: Fw: Request for permit

----- Original Message -----

From: Paul & Mary Kerby
To: Paul and Mary Kerby
Sent: Thursday, April 03, 2008 3:33 PM
Subject: Request for permit

Sue,

I am the Chairperson for the Veteran's Food Pantry at the AMVETS Post 235 and we were told that you needed a copy of our request for a food drive on April 26, 2008. Three stores, Schnucks, County Market and Save-A-Lot have given us permission to park a vehicle on their property to fill with food and or cash for our pantry. I am hoping to send with this a copy of the request we made to these stores. I hope it is sufficient as a request for the permit we need. Thank you for your help in this matter.

Mary Kerby
Pantry Chairperson
AMVETS Post 235

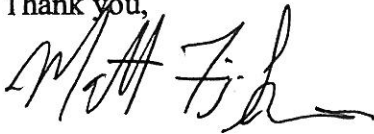
4/3/2008

Dear City of Pekin Council Members,

My name is Matt Fisher, I am resident of Pekin. The reason of this letter is to request approval for a temporary approval to sell raffle at a car show which I would like to have on June 15th of 2008. I have a location to have the car show which Our Inn Place in Pekin is, I have spoken with Dan at Our Inn Place, he is willing to help me with this car show as far as donating gift certificate from Our Inn Place and also request from other business in Pekin. I also have a few businesses that I have spoken to that are also willing to donate for this raffle. I have also spoken to the Deputy Chief of the fire department to have engines there for the kids and also since my father was a fire chief in Northlake Illinois.

The reason for this car show is that last year on March 19, my dad had past away from colon cancer. This year I have started a not official organization to benefit colon cancer research. I thought having this event on father's day would be a great idea since I am doing this on behalf of my father. I currently collect call phone and ink cartridges and send them to a company which recycles them and I return a check to me, then I send the money in to the American Cancer Society for colon cancer research. I currently have four boxes collecting this item; Our Inn Place, First Christian Church, Grace Methodist Church, Second Reformed Church, and Tazewell Custom Upholstery. I am working on having more boxes at various businesses through out Pekin soon or a later expanding out to Peoria and beyond. I also have working with the American Cancer Society, they have been vary supportive of what I am doing, sending me brochures on colon cancer to put with the boxes that I have collecting the items. This is not a quick get rich scheme for me, I am totally serious about doing this fundraising for colon cancer research, and I would greatly appreciate your consideration for the approval to do this raffle for this day and maybe in future events.

Thank you,

A handwritten signature in black ink, appearing to read 'Matt Fisher', with a stylized flourish at the end.

Matt Fisher
(309)642-7952

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 4-8-8
 Address of Organization HOPE (Helping Other People Excel)
 Telephone Number 309 346-0999
 Name, Address and Telephone Number of person filling out form:
Diana Miller 1113 Court St. Pekin IL 61554 309 346-0999
2. Name, Title and Address of Principal Executive Officer of Organization: Diana Miller
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: N/A
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 1113 Court St. Pekin (241-3326) cell # if needed
5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
Calling on business and individuals to contribute
6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
<u>Miller</u>	<u>Diana</u>	<u>I</u>	<u>7-24-54</u>	<u>Verle Davison father</u> <u>123 Canal St. E.P.</u>
<u>Marion M. Judy</u>			<u>11-15-46</u>	<u>16119 Red Shale Hill</u> <u>Wm Marion</u>
<u>Dr. Nancy Alexander</u>			<u>1-14-47</u>	<u>123 Canal St. E.P.</u> <u>Verle Davison husband</u>
<u>Glover, Noel, C.</u>			<u>3-31-88</u>	<u>Diana Miller</u> <u>1113 COURT</u>
<u>Glover Holly J.</u>			<u>5-19-86</u>	<u>SAME</u>
<u>Clifton, Patty</u>				
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

Donations to give out to those who need.

8. Names and Addresses of Organizations to which funds will be distributed, or if that is inapplicable, the general nature of beneficiaries of proceeds of charitable contributions (College Scholarships to residents of Illinois, Church overseas relief, etc). If some or all of the names of Organizations are not determined at time of the preparation of this form, list those to which you expect to distribute funds and indicate "others to be determined later": _____

House of Hope

Individual's in need ex: Tammy Brown

9. Do you employ a full-time salaried Executive Director: NO
If YES, give name and business of residence address: _____

10. Do you now employ or anticipate employing the services of a person or Organization that conducts fund-raising drives or activities for profit: NO If YES, give name and address of such Organization or person: _____

11. Estimated gross percentage of contributions which are devoted to administrative expenses of collection by your Organization: _____

0

12. Is your Organization registered with the Office of the Attorney General, pursuant to the Charitable Trust Act of Illinois, Chapter 14, Illinois Revised Statutes, Section 51 through 64: _____

Applied

The undersigned hereby certifies that the information contained in this Registration Form is true to the best of his or her knowledge.

DATE: April 8, 2008

SIGNED: Nina Miller

WHEREAS, America is the land of freedom, preserved and protected willingly and freely by citizen soldiers; and

WHEREAS, Millions who have answered the call to arms have died on the field of battle and

WHEREAS, A nation at peace must be reminded of the price of war and the debt owed to those who died in war; and

WHEREAS, The red Poppy has been designated as a symbol of sacrifice of lives in all wars; and

WHEREAS, The American Legion and American Legion Auxiliary has pledged to remind Americans annually of the debt through the distribution of the memorial flower,

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim May 22nd, 23rd, and 24th, 2008, as

"POPPY DAYS"

and ask that all citizens pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on these days.

ADOPTED, this 14th day of April, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Whereas, child abuse is a community problem and finding solutions depends on involvement among people throughout the community;

Whereas, approximately 3 million children are reported abused and neglected in this country each year;

Whereas, the effects of child abuse are felt by the whole community, and needs to be addressed by the whole community;

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, religious and civic organizations, law enforcement and the business community;

Now therefore, be it resolved, that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the month of April, 2008 as

"Child Abuse Prevention Month "

and call upon all citizens, community agencies, religious organizations, medical facilities and businesses to increase their participation in our efforts to prevent child abuse in this community.

ADOPTED, this 14th day of April, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

***WHEREAS,** The Pekin Lettes organization is planning a 50th Anniversary celebration for the week of June 23 thru the 28th, 2008; and*

***WHEREAS,** Over the last 50 years the Pekin Lettes has entertained thousands at their games held at the Mineral Springs Park; and*

***WHEREAS,** The Pekin Lettes are a registered not for profit organization that has been playing women's fast pitch softball in Pekin since 1959; and*

***WHEREAS,** Charles L. 'McCord coached the Pekin Lettes from 1959 – 1974 when Barb Fuller, a former Lette was named manager. She successfully managed the team through 1980, in 1981 Sandy Lamber from Indiana coached the Lettes through 1989. Lamber was the first to bring a National tournament to Pekin, not once, but twice. The Pekin Lettes struggled financially for two years until finally in 1992, the present Lettes owner/manager Fred Reader took over. Reader now has managed the Lettes longer than anybody in Pekin, also hosting a National Tournament in 2003.*

***NOW, THEREFORE, BE IT RESOLVED** I, R. DAVID TEBBEN, Mayor of the City of Pekin, do hereby proclaim Wednesday, June 25th, 2008, as*

"PEKIN LETTES DAY"

in the City of Pekin, Tazewell County, Illinois, and encourage our community's citizens to please be a part of the Pekin Lettes History and thank these former players in some way for the countless hours they have given to the entertainment of the Citizens of Pekin.

***ADOPTED,** the 14th of April in the Year of Our Lord, Two Thousand and Eight.*

*R. DAVID TEBBEN
Mayor*

ATTEST:

*SUE E. MCMILLAN
City Clerk*

WHEREAS, our nation's school, academic, public and special libraries make a difference in the lives of millions of Americans, today, more than ever;

WHEREAS, librarians are trained professionals, helping people of all ages and backgrounds find and interpret the information they need to live, learn and work in the 21st century;

WHEREAS, libraries are part of the American Dream – places for opportunity, education, self-help and lifelong learning;

WHEREAS, library use is up nationwide among all types of library users, continuing a decade-long trend;

WHEREAS, libraries play a vital role in supporting the quality of life in their communities;

WHEREAS, libraries can help you discover a world of knowledge, both in person and online, as well as personal service and assistance in finding what you need, when you need it;

WHEREAS, libraries are a key player in the national discourse on intellectual freedom, equity of access, and narrowing the "digital divide;"

WHEREAS, libraries, librarians, library workers and supporters across America are celebrating National Library Week with The Campaign for America's Libraries.

NOW, THEREFORE, BE IT RESOLVED, that I, R. DAVID TEBBEN, Mayor of the City of Pekin, Tazewell County, Illinois do hereby proclaim April 13-19, 2008 as.

"NATIONAL LIBRARY WEEK"

I encourage all residents to visit the library this week to take advantage of the wonderful library resources available and thank their librarians and library workers for making information accessible to all who walk through the library's doors. Join the circle of knowledge @ your library.

ADOPTED, this 14th day of April, in the Year of Our Lord, Two Thousand and Eight.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

***WHEREAS,** The purpose of the Pekin Community High School Dragon Pride school-wide student recognition event is to provide Pekin High School students the opportunity to showcase to the community their accomplishments in various classroom activities; and*

***WHEREAS,** In addition, selected students from the various academic departments will be honored for their outstanding accomplishments; and*

***WHEREAS,** The faculty and administration of Pekin Community High School believe that the public should have the opportunity to be more aware of the quality and variety of activities performed by our high school students; and*

***WHEREAS,** The Dragon Pride event is just such an opportunity; and*

***NOW, THEREFORE, BE IT RESOLVED,** that I R. DAVID TEBBEN, Mayor of the City of Pekin, do hereby proclaim the week of May 1st, 2008 to be*

"DRAGON PRIDE WEEK"

in the City of Pekin, Tazewell County, Illinois, and urge all citizens to participate on Dragon Pride night, held on Thursday, May 1st, 2008 from 6:00 to 8:00PM in the Hawkins gymnasium. The public is cordially invited to attend.

***ADOPTED,** this 14th day of April, in the Year of Our Lord, Two Thousand and Eight.*

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk



Subject: April 30, 2008 Channel Additions

Comcast Cable
3017 N. Drexel Lane
Pekin, IL 61554



March 21, 2008

SENT VIA FAX AND PARCEL POST

Mayor R. David Tebben
City of Pekin
111 S. Capitol Street
Pekin IL 61554

Dear Mayor Tebben:

Comcast strives to be the company that your residents look to first for their communication products and services. In our continuing effort to keep you informed about the products and services available in your community, I want to inform you of additions and changes to the Comcast channel line-up.

Effective April 30, 2008 we will introduce additional packages, more channels (including 22 HDTV channels), and triple the amount of Video ON-Demand content and offerings. Please note, the vast majority of VOD content is available to our customers at no additional charge. I have attached a copy of the information that will be sent to our customers so that you may have a better understanding of all of the changes.

Comcast is committed to bringing our customers high-quality, reliable service and providing exceptional entertainment value. We appreciate our customer's patience as we continue to complete the transition process. We are excited about the additions and changes to the channel line-up and hope you are as well.

Please feel free to contact me in the event you have any questions or would like additional information. I can be reached at 309-686-2612.

Sincerely yours,

John Niebur
District Director

cc: City Manager
File



Comcast Cable Television: Something's changing here!

Dear Comcast Customer,

Comcast is committed to bringing you high-quality, reliable service and providing exceptional entertainment value. Our advanced products and services offer you more convenience, greater choice and control using the best technology available.

Effective April 30, 2008, we will be transitioning your Insight cable packages and services to Comcast packages and services. Some channels will be relocated or discontinued.

For your convenience, we have enclosed a new channel card detailing each package and service level.

Here's a summary of the changes that take effect April 30, 2008.

New Products and Services

The following new digital services will be added:

- **Digital Starter Service:** This service includes Comcast On Demand, MoviePlex, Music Choice, various HD channels and a new interactive programming guide—Comcast Central. ESPN HD, ESPN2 HD, TNT HD and MHD are also included. These channels previously were included with Digital Standard.
- **Digital Classic service:** This service includes Digital Starter Service and channels such as: Encore, Fox Business Network and PBS KIDS Sprout.
- **Digital Preferred service:** This service includes Digital Classic service and channels such as: DIY, Military Channel and Lifetime Movie Network.
- **Sports Entertainment Package:** This package is designed especially for the sports enthusiast. See attached channel lineup for specific channel offerings.

Digital Package Changes

- **Digital Standard will become Digital Preferred.** This package includes the following new channels: Encore, Encore Action, Encore Drama, Encore Love, Encore Mystery, Encore Western, FLIX, Fox Business Network, Fox Movie Channel, Fox Reality, IndiePlex, Lifetime Movie Network, MoviePlex, RetroPlex, Sundance Channel West and Encore WAM. The following channels are not available as a part of Digital Preferred: Fox College Sports Atlantic, Fox College Sports Central, Fox College Sports Pacific, Horse Racing Television, NFL Network and TV Games Network. However, these channels can be obtained through the Sports Entertainment package for an additional charge.
- **Digital Choice will become Digital Preferred plus Sports Entertainment Package.** This package includes the following new channels: FLIX, Fox Business Network, GoTV (in English), IndiePlex, MoviePlex, NBA TV, NHL Network, RetroPlex and The Sportsman Channel.

(over)

- The monthly price for HD Pak will decrease from \$7.95 to \$6.99 per month. HD Theater and Universal HD will no longer be offered on the HD Pak. However, these channels will be available on Digital Starter for customers with HD receivers.

New HD Channels

The following new HD channels will be added to Comcast's digital packages for customers with HD equipment:

Digital Starter Service

A&E HD
ABC Family HD
Animal Planet HD
CNN HD
Comcast SportsNet HDTV
Discovery HD
Disney Channel HD
Food Network HD
MOJO HD
TBS HD
TLC HD
USA HD
Versus/Golf Channel HD
WGN HD

Digital Classic

AMC HD
HGTV HD
The History Channel HD
National Geographic HD
SCI-FI HD

Premium Channels

Cinemax HD
Starz HD

Sports Entertainment Package

NFL Network HD

Channels No Longer Offered

All changes are effective April 30, 2008, except where noted.

AmericanLife TV
AZN Television (*effective 4/9*)
Duplicate ESPN Sports PPV channels 987-992
Encore west coast channels
ESPNU
i-Life TV
Lifetime Real Women
Music Choice Channels: Americana & Opera

Showtime Beyond
Special Events HD
Sundance Channel East
Starz west coast channels
ThrillerMAX, WMAX, @MAX, OuterMAX &
5StarMAX
Welcome to Insight Channel

Questions?

As a reminder, these changes will occur on April 30, 2008. If you have questions or would like to know more about Comcast products and services, please contact us at 1-888-736-6689. Our team members will be happy to assist you.

Thank you for being our customer.

Comcast

Not all programming and services are available in all areas. Basic Service is required to receive other levels of video service. A digital receiver or CableCARD is required to receive digital channels. To receive channels offered in HD, a HD television (not provided) and HDTV equipment are required. Some HD channels require minimum service level or underlying premium channel subscription. Other restrictions apply. Prices are exclusive of fees and taxes. Equipment charges may apply. Service is subject to Comcast's standard terms and conditions. For customers receiving service through commercial accounts or bulk pricing arrangements, some of the product, pricing and other information contained herein may not apply. Please refer to the terms and conditions of the separate agreement. Pricing, programming, channel location and packaging are subject to change. After notice of a repackaging of our services and/or price adjustments, you may change your level of service at no additional charge for a period of 30 days. After that period, changes in the services you receive which are requested by you will be subject to upgrade or downgrade charges. Service is subject to applicable Comcast subscriber agreements. For questions, please contact your Comcast office. Comcast © 2008. All rights reserved.

Channel Lineup and Price List

Green Valley Twp., Groveland Twp., Marquette Heights, Morton, North Pekin, Pekin, South Pekin, Tazewell County (Pekin), Tazewell County (Morton), Tremont

Effective April 30, 2005

61 = Basic Service, EB = Expanded Basic, ED = Available on Basic Service with digital receiver or CableCARD, 3 digit numbers = channel numbers on digital receivers

2.490	B1	The Weather Channel
3.446	B1	CSFAN 2
4	B1	WHD (CW)
5.244	B1	Cable Marketplace
6	B1	WYZZ (FOX)
7	B1	WMBD (CBS)
9	B1	WHD (ABC)
9.115	B1	WGN
10	B1	WEEK (NBC)
11	B1	WAOE (My Network)
12	B1	WTVP (PBS)
13/242	B1	ShopNBC
14	B1	JUN Television
15/275	B1	EWTV
16	G1	TV Guide Network
17	B1	Educational Access
18.241	B1	HSN
19.240	B1	DVC
20	B1	Educational Access
21/445	B1	CSFAN
22	B1	Government Access
23.109	EB	YES
24.166	EB	BET
25.010	EB	AMC
26.814	EB	VH1
27.257	EB	ABC Family
28.121	EB	Lifetime
29.409	EB	Headline News
30.506	EB	ESPN
31.509	EB	ESPN2
32.116	EB	FX
33.112	EB	TNT
34.407	EB	COM
35.305	EB	Nickelodeon
36.181	EB	Bravo
37.141	EB	Spike TV
38.412	EB	CHRC
39.106	EB	USA Network
40.211	EB	Food Network
41.158	EB	A&E
42.148	EB	Comedy Central
43.206	EB	HGTV
44.461	EB	Discovery Channel
45.217	EB	TLC
46.215	EB	Disney Channel
47.414	EB	MSNBC
48.455	EB	Animal Planet
49.453	EB	Travel Channel
50.156	EB	Sci-Fi Channel
51.406	EB	Fox News Channel
52.483	EB	The History Channel
53.406	EB	MTV
54.133	EB	E!
55.161	EB	truTV
56.522	EB	Comcast SportsNet
57.513	EB	FSN Midwest
58	EB	Toon Disney
59.623	EB	Great American Country
60.621	EB	CMT
61.250	EB	Hallmark Channel
62.728	EB	Oxygen
63.458	EB	The Golf Channel
64.450	EB	National Geographic
65.551	EB	Speed Channel
66.608	EB	MTV 2
70.127	EB	Sci-Fi Channel
74	EB	Cable Marketplace

75/325	EB	Cartoon Network
76.136	EB	Style
85/277	B1	Trinity Broadcasting
213	BD	WTVP Create
431	BD	WEEK Weather Plus

HD broadcast channels are available on Basic Service with HDTV equipment. See General Information for other HD channel requirements.

906	WEEK HD (NBC)
908	WHD HD (ABC)
910	WYZZ HD (FOX)
912	WMBD HD (CBS)
913	WGN HD**
916	WTVP HD (PBS)
919	CNN HD**
920	NFL Network HD**
921	Versus Golf Channel HD**
922	Comcast SportsNet HD TV**
923	ESPN HD
924	ESPN2 HD
925	TNT in HD
926	TBS HD**
927	National Geographic HD**
930	Disney Channel HD
931	ABC Family HD
934	Animal Planet HD**
935	HD Theater
936	Discovery HD**
937	Universal HD
938	Sci-Fi HD**
939	USA HD**
940	A&E HD**
941	The History Channel HD**
942	HGTV HD**
943	Food Network HD**
944	TLC HD**
945	MHD
947	MG HD HD**
951	AMC HD**
952	HBO HD
953	Starz HD**
954	Showtime HD
955	Comcast HD**

**NEW channels coming soon

928	HDNet
949	HDNet Movies

991	On Demand
992	MoviePlex NEW
993-995	Music Choice Channels
993	Comcast Digital NEW
994	KIDS Video Guide NEW
995	NEWS Video Guide NEW
996	SPORTS Video Guide NEW

Includes Digital Starter Service and	
125	WE
142	GSN
143	44
151	Fox Reality
157	Sleuth
173	BBC America
224	Discovery Health
230	RTV
236	TV Land

308	The N
309	Nicktoons Network
317	Toon Disney
335	NOGGIN
336	PBS KIDS Sprout
338	Discovery Kids
350	SF TV
383	MTV Tr3s
410	Fox Business Network NEW
411	Bloomberg Television
447	CSFAN 3
464	The Science Channel
512	ESPN Classic Sports
513	ESPN News
549	VERSUS
553	Outdoor Channel
555	Fox Soccer Channel
557	The Tennis Channel
565	NBA Preview Channel NEW
603	Turner Classic Movies
612	Independent Film Channel
620	Encore
635	Encore Action
637	Encore Drama
639	Encore Live
641	Encore Mystery
643	Encore Western
700	FLIX
709	MTV Hits
810	MTV Jams
811	MTV Tr3s
815	VH1 Classic
816	VH1 Soul
819	BET J
826	Fuse

includes Digital Classic and:	
209	Fine Living
214	DIY
221	Discovery Home
307	Nick Top
413	CNBC World
471	Investigation Discovery
482	The Biography Channel
485	History Channel Int'l
486	Military Channel
607	Fox Movie Channel
611	Lifetime Movie Network
616	Sundance Channel West
634	Encore WAM
644	IndiePlex NEW
645	RetroPlex NEW
822	CMT Pure Country

175	Ovation
514	NBA TV NEW
515	NHL Network NEW
531	CBS College Sports Network
533	Fox College Sports Atlantic
534	Fox College Sports Central
535	Fox College Sports Pacific
547	NFL Network
553	Outdoor Channel
554	The Sportsman Channel NEW
555	Fox Soccer Channel
556	GoTV (in English) NEW
557	The Tennis Channel
563	TV Games Network
564	Horse Racing Television
607	Fox Movie Channel
819	BET J

001	WWE 24/7 On Demand*
650	Starz
654	Starz Edge
657	Starz Kids & Family
659	Starz Cinema
661	Starz In Black
664	Starz Comedy
700	HBO
704	HBO2
706	HBO Zone
707/377	HBO Latino
709	HBO Signature
712	HBO Family
714	HBO Comedy
730	Chinamax
734	MoreMAX
736	ActionMAX
750	Showtime
755	Showtime 100
757	Showtime Showcase
759	Showtime Extreme
763	Showtime Women
764	Showtime Family
765	Showtime Next
785	The Movie Channel
787	The Movie Channel Xtra
967	Playboy TV NEW

*A subscription to Digital Starter Service and the premium service is required.

500-574	TEAM PPV NEW
581-586	ESPN Sports PPV
587-601	GAME PPV NEW
902	Club Jenna
903	Playboy TV
905	Spice Xcess
906	Redhouse TV NEW
973-974	IN DEMAND PPV
975	IN DEMAND PPV NEW



Channel Lineup and Price List

Green Valley Twp., Groveland Twp., Marquette Heights, Morton, North Pekin,
Pekin, South Pekin, Tazewell County (Pekin), Tazewell County (Morton), Tremont

Effective April 30, 2008

BASIC CABLE (per month)

Basic Service	\$14.80
Expanded Basic (requires subscription to Basic Service)	\$37.15
Standard Cable Package (includes Basic and Expanded Basic)	\$51.75

DIGITAL CABLE (per month)

Digital Starter Package Includes Standard Cable Package and Digital Starter Service	\$59.74
Digital Premier Package Includes Standard Cable Package, Digital Starter, Digital Classic, Digital Preferred, HBO, Starz Showtime, The Movie Channel and Onnetix	\$129.09

OPTIONAL SERVICES (per month)

Digital Starter Service (requires subscription to Standard Cable Package) Digital Classic (requires subscription to Standard Cable Package) Includes Digital Starter Service	\$14.99
Digital Preferred (requires subscription to Standard Cable Package) Includes Digital Classic	\$15.95
Sports Entertainment Package	\$4.00
HD Pak	\$6.99
Digital Video Recorder (DVR) Service with HD Capability (without subscription to Digital Starter Service)	\$15.95
Digital Video Recorder (DVR) Service with HD Capability (with subscription to Digital Starter Service)	\$10.00
Digital Additional Outlet Service	\$7.55
Digital Starter Additional Outlet Service	\$1.99

VIDEO ON DEMAND (per month)

HBO Showtime (each)	\$14.00
Starz Onnetix, The Movie Channel (each)	\$11.00
Playboy TV	\$19.99
WWE 24/7 (available via On Demand only)	\$9.00

STANDARD EQUIPMENT (per month)

Basic Only Receiver (available to customers who subscribe to Basic Service Only, includes remote at no additional charge)	\$1.13
Standard Receiver (available to customers who subscribe to services beyond the Basic level of service, includes remote at no additional charge)	\$3.95
Remote Control	\$0.02
CableCARD (first card in device)	\$0.00
CableCARD (additional card in same device)	\$1.99
HDTV Equipment (includes HD receiver and remote control)	\$7.99

OTHER CHARGES (per month)

In Home Wire Maintenance	\$1.99
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INSTALLATION & SERVICE

Unwired Home Installation - Primary Outlet	\$44.00
Unwired Home Installation - Primary Outlet	\$44.00
Additional Outlet Activation (at time of installation)	\$10.00
Additional Outlet Activation (separate trip)	\$24.95
Additional Outlet (at time of installation)	\$24.95
Additional Outlet (separate trip)	\$24.95
Additional Outlet Wall Fish (at time of installation)	\$24.95
Additional Outlet Wall Fish (separate trip)	\$24.95
Relocating An Outlet (separate trip)	\$24.95
Transfer of Service	\$10.00
Electronic Change of Service	\$1.99
Upgrade Optional Services (separate trip)	\$4.95
Downgrade Optional Services (separate trip)	\$24.95
Change Time (separate trip)	\$24.95
Install VCR/Game Hookup (at time of installation)	NO CHARGE
Install VCR/Game Hookup (separate trip)	\$24.95
Box Receiver Installation (separate trip)	\$24.95
Hourly Service Charge (1 hour minimum required)	\$44.95
Each Additional 1/2 Hour	\$21.95
Activation Fee	\$10.00
In-house Amplifier	\$22.00
A/B Switch	\$7.00
Administrative Fee for Late Payment (as applicable)	\$5.00
Collection and Handling Fee	\$20.00
Non-Sufficient Funds Charge	\$25.00
Unreturned or Damaged Equipment	prices vary based on type of equipment

RESTRICTIONS AND NOTES

Prices exclude applicable franchise fees, regulatory fees, taxes and other franchise related fees. Comcast service is subject to the terms and conditions of Comcast Cable Policies and Practices. Pricing, programming, channel location and packaging is subject to change.

A subscription to Basic Service is required to receive other services or levels of service of video programming. Some services require a CableCARD or a receiver and remote at an additional charge.

To receive channels offered in HD, a HD television (not provided) and HDTV equipment are required. HD broadcast channels are available with Basic Service. A subscription to HBO, Starz Showtime or Onnetix is required to receive their HD, digital and VOD channels. A subscription to Sports Entertainment Package is required to receive NFL Network HD. A subscription to Digital Classic is required to receive AMC HD, HGTV HD, National Geographic HD, Sci-Fi HD and The History Channel HD. A subscription to Digital Starter is required to receive other HD channels listed. An HDTV equipment charge may apply. HD programming is limited to the programming provided to Comcast in HDTV format by the underlying provider.

Digital Premier Packages include Digital Starter Package, Digital Preferred and any applicable movie channels and do not include adult channels or On Demand subscription services.

Customers receiving service through commercial accounts or bulk pricing arrangements should refer to the terms and conditions of their separate agreement.





BLR 12315 (Rev. 8/05)

Page 1 of 1
Printed on 4/2/2008 10:29:42 AM



PEKIN POLICE DEPARTMENT

Personnel Memorandum 2008-03



Title: Pekin Police Department / Elk's Club Officer of the Year		Reference Numbers:
Divisions Applicable: ☒ All ☐ Patrol ☐ Records ☐ Special Services		Risk Category (Select One): ☐ HR/LF NDT ☐ HR/LF DT ☐ HR/HF ☐ LR/HF ☐ LR/LF
Topic Area Keywords:		
Issue Date: 03-19-2008	Effective Date: 03-19-2008	Last Reviewed:

Lt. Greg Nelson,

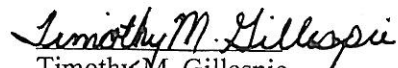
Greg, it is my pleasure to congratulate you as the Pekin Police Department / Elk's Club Officer of the Year. This prestigious award is based on the standard that the selected officer is representative of the best of the police department. The command officers of the Pekin Police Department reviewed the nominations and voted you for this award. This included both subordinate and superior officers. I am happy to agree with their recommendation.

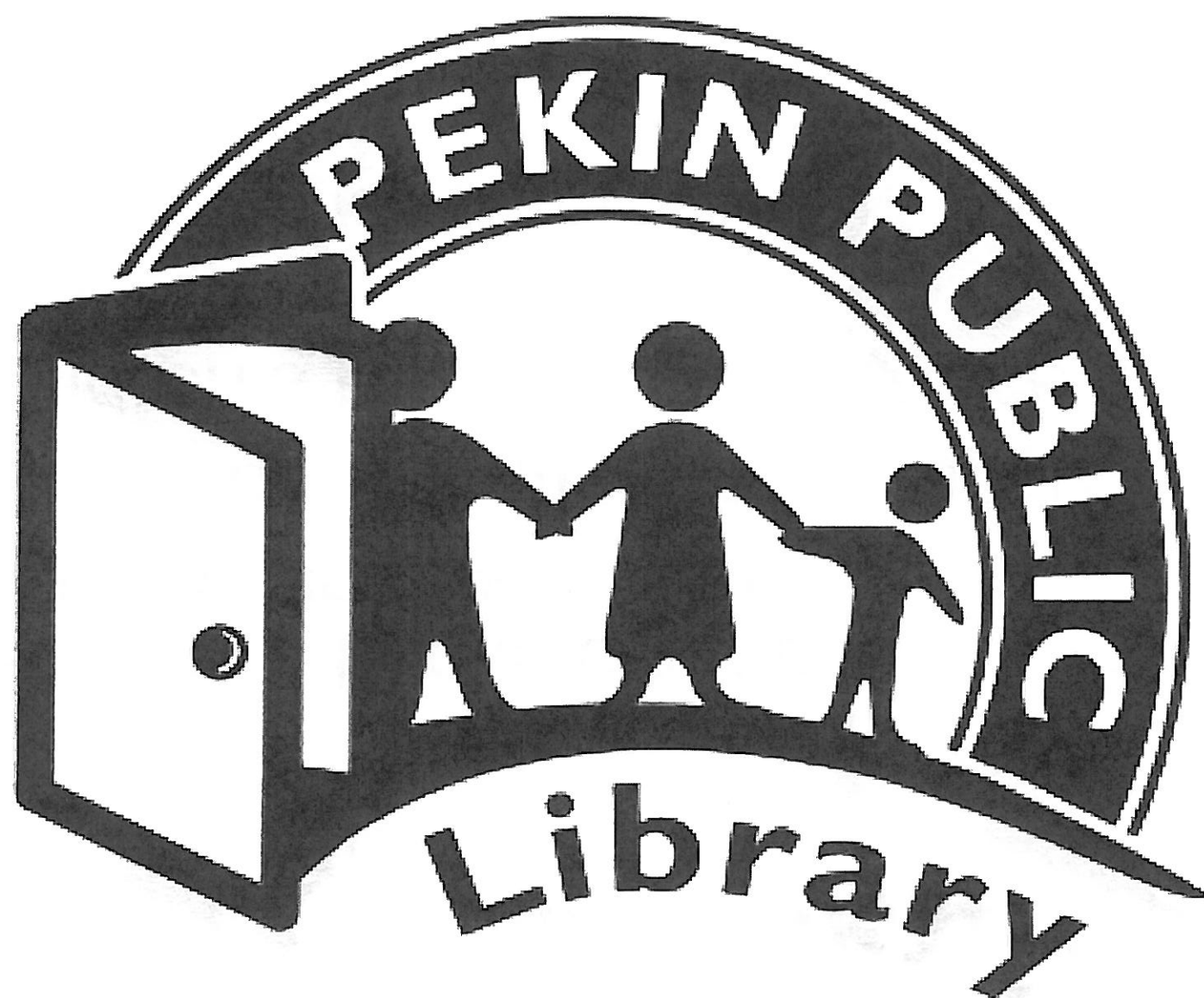
The nominating officer described you as the "complete package" of qualities and characteristics that best reflect the "ideal officer". Your technical skills are invaluable to the department. You developed the "PPD Online Guide" that places forms, policies, and other valuable information readily at hand for everyone in the department. As the supervisor in the Investigation Division, you made sure all cases from the most serious to the mundane were investigated to the fullest. You rallied the troops when necessary, and as team player, jumped in to assist when needed. In addition, you have the responsibility of maintaining the evidence room, and overseeing the Vision Hawk video system. Recently you have been named the Field Training Officer Commander, a big job, supervising those who train the department's new police officers.

You are the "go to guy" when things absolutely need to get done. Your energetic attitude, devotion to the department mission and willingness to take on new assignments, sets the example for all officers to follow.

You have been described as having an impeccable character, hard working and always ready to volunteer to assist. You are a dedicated family man, active in your church, a friend and inspiration to many, and a role model both professionally and in your private life. I am proud to work with you and to know you as a friend.

It is for these reasons you have been chosen as the 2008 Pekin Police / Elk's Club Officer of the Year. Again, congratulations and I wish you continued success in your law enforcement career.


Timothy M. Gillespie
Chief of Police





“..library use is up nationwide...”

- Children's books circulation up 5% over this time last year
- Adult program attendance up 18%
- Children's program attendance up 26%
- Patron visits will break 205,000



*“... key player in... narrowing
the digital divide...”*

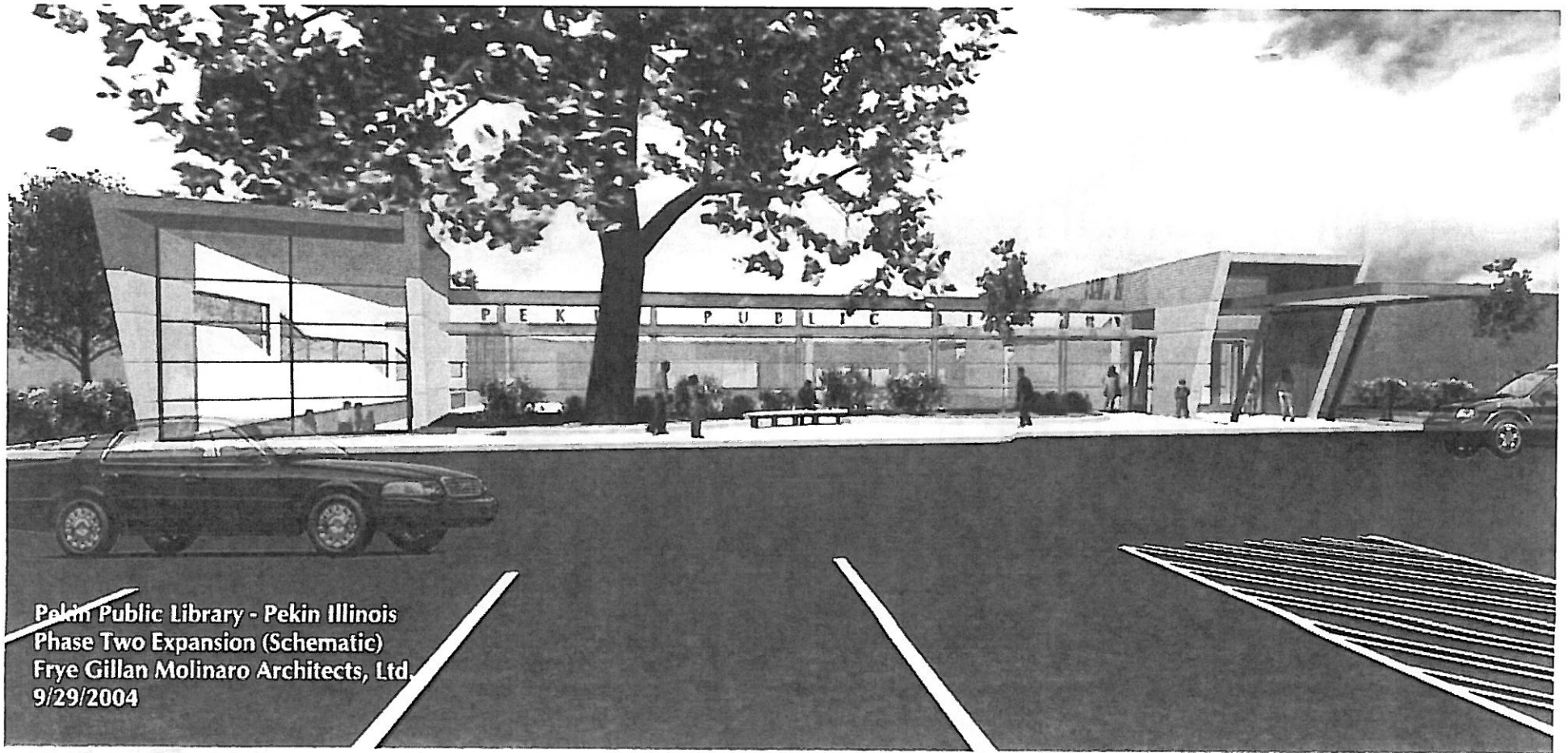
Internet use up 18%



“... librarians are trained professionals...”

- 18.63 FTE (State's minimum recommendation for Pekin's population is 26.25 FTE)
- 29 total employees, 10 with over 10 years as PPL employees, 4 of those over 20 years
- 4 Masters in Library Science, 2 other Masters, 5 Bachelors, 1 Associates Degrees

Renovation/Expansion Update



Pekin Public Library - Pekin Illinois
Phase Two Expansion (Schematic)
Frye Gillan Molinaro Architects, Ltd.
9/29/2004



Recent and Upcoming Projects/Plans

- Community Room renovation, relighting, technology upgrade April-May 2008
- Schematic Design April-August 2008
- Construction Documents 2009
- Break ground late 2009, early 2010



National Library Week Programs (April 14-19th)

- **Monday, April 14:** *Great Decisions, "Dangerous Dialog: Talking with the Enemy," 7:00 p.m.*
- **Tuesday, April 15:** *Jazz and Poetry Coffeehouse, 6:30 p.m.*
- **Wednesday, April 16:** *Baby Sign Language Workshop, 7:00 p.m.*



National Library Week Programs (April 14-19th)

- **Thursday, April 17:** *Junior Prelude String Ensemble, 7:00 p.m.*
- **Friday, April 18:** *Harriet Tubman Family Program, 6:30 p.m.*
- **Saturday, April 19:** *Library Open House, 11:00 a.m.-3:00 p.m.* Library tours and the building project will be on display. Live piano music in the lobby from 12-2pm by Roman Wegrzyn.





REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: FY 2010-4 "Preliminary" Budgets Presentation

AGENDA DATE REQUESTED: April 28, 2008

ACTION REQUESTED: None (Presentation Only)

BACKGROUND: During the presentation of the FY 2009 Budget to the City Council, it was highlighted that the trend of Revenues not keeping up with Expenditures was continuing and was not unique to Pekin. The information to be presented at the April 28th City Council Meeting will be a "status" report on the current FY 2008, as well as how FY 2010-4 look. The information for FY 2010-4 is a composite of the City's 5 Year Personnel and Capital Plans as well as incorporating Revenue and Operating Expenses for the same 5 year period of time.

FINANCIAL IMPACT: First step towards the FY 2010 Budget

NEIGHBORHOOD CONCERNS: Ultimately possible increased fees and/or taxes

IMPACT IF APPROVED: No action at this meeting

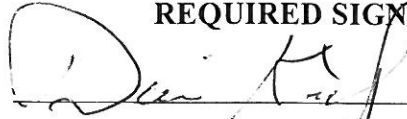
IMPACT IF DENIED: No action at this meeting

ALTERNATIVES: No action at this meeting

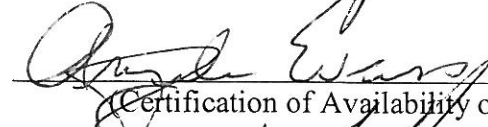
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with Effective Government theme

REQUIRED SIGNATURES

Department Director



Finance Department



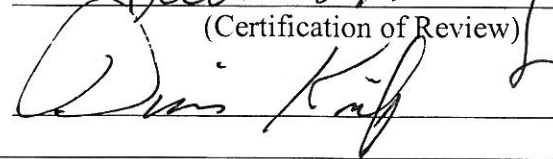
(Certification of Availability of Funds)

Corporation Counsel



(Certification of Review)

City Manager

 9/3/08



City of Pekin

Police Department

M.C.S.I. CONTRACT

The Municipal Collection Services Inc. contract pertains to the Pekin Police Department's Parking Enforcement Division. We have been under contract with the company since 1996. Their company provides the software for the backbone of our parking database and they also collect delinquent payment monies from offenders who have not paid parking fines in a timely manner, as prescribed by ordinance. The new contract is for three years and is designed to move the program from its current in house server application to a web based application.

The new MCSI contract is in all respects a carbon copy of our old contract. MCSI only bills us on a percentage of the delinquent fines they collect. This percentage is not changed in the new contract and no up front fees are incurred. The new contract does provide the following enhanced benefits for the City:

- Web based service for the new database. This change will save the city in excess of \$5000.00 as we have a need to update our current server to handle the old MCSI software program.
- MCSI can provide faster maintenance of our program due to the web upgrade.
- Software updates to the program will be much faster.
- We have an option of taking credit card payment for parking fines if we so choose.
- Since the application is web based, we will not incur additional licensing fees to place the program on additional workstations.

**ADDENDUM TO STANDARD TERMS AND CONDITIONS
(ADMINISTRATIVE PARKING AND COMPLIANCE HEARING SYSTEM)**

Web Based

Addendum entered into this 1st day of April, 2008, by and between Municipal Systems, Inc., an Illinois corporation ("MSI") and Village/City of Pekin, a Municipal corporation of the State of Illinois ("Municipality").

WITNESSETH

WHEREAS, the parties have previously entered into Standard Terms and Condition (Administrative Parking and Compliance Hearing System) (the "Agreement"), wherein MSI has licensed certain computer software for use by the Municipality; and

WHEREAS, the Agreement is dated on April 1st, 2008; and

WHEREAS, MSI has developed a new software application, MOS.OLV.6 (the "Software"), which is a "web-based" application; and

WHEREAS, the municipality wishes to utilize, and MSI wishes to license the Municipality to use MOS.OLV.6.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1. The foregoing Recitals are hereby incorporated into this Addendum.
2. MSI agrees to install the Software to replace its existing software on the Municipality's computer system. All of the terms of the software license as contained in the Agreement shall remain in effect for the Software, except as to the extent that they may be modified by the terms of this Agreement.
3. The Municipality agrees hereby to extend the terms of the Agreement for a period of three years from the end of its current term, whether the current term is the initial or an extended term of the Agreement. At the end of the additional three-year term provided for herein, the Agreement will remain in effect for additional one-year terms, as set forth in the Agreement; unless

either party gives written notice of termination to the other, at least 60 days prior to the expiration of the initial term or any extended term established by this Addendum.

4. Upgrades to the software provided under the terms of this Addendum shall be provided to the Municipality at no additional cost, when those upgrades are made generally available to MSI's customers. New programs are not considered to be an upgrade and may be offered at an additional cost. However, in consideration of the extension of the Agreement contained herein, there will be no additional charge for MOS.OLV.6. Failure of the Municipality to accept upgrades when offered will void MSI's obligation to provide support under the Agreement or this Addendum.

5. With regard to the installation, service and support of the Software by MSI; MSI shall have no liability with respect to its obligations under this Addendum or otherwise for consequential, exemplary, special, incidental or punitive damages even if it has been advised of the possibility of such damages. In any event, the liability of MSI to the Municipality, for any reason and upon any cause of action, shall be limited to the lesser of the amount paid to MSI by the Municipality under this Addendum or \$1,000.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. Both parties understand and agree that the remedies and limitations herein allocate the risks of product and service non-conformity between the parties as authorized by the Uniform Commercial Code and of other applicable laws. The fees herein reflect, and are set in reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Addendum.

6. The Municipality understands and agrees that the Software is "web-based", and that all of the Municipality's access to and storage of its data relative to the use of the Software for its Administrative Parking and Compliance Hearing System shall be through a website procured by MSI. Therefore, the Municipality must have high speed (not dial-up) access to the internet; and must have computer software and hardware which meet the following minimum specifications:

Web Based Environment

- Client: Windows 2000 SP 4 or higher/Windows XP SP 2 or higher/Windows Vista.
- RAM: Windows 2000/XP - 512 MB or higher. Windows Vista 1GB or higher.
- Broadband: DSL or higher.

Client/Server Environment

- Client: Windows 2000 SP 4 or higher/Windows XP SP 2 or higher/Windows Vista.
- Client RAM: Windows 2000/XP - 512 MB or higher. Windows Vista 1 GB or higher.
- Server: Windows Server 2000/Windows Server 2003 SP 1 or higher.
- Server RAM: 1GB or higher.
- Server Hard Drive: Min 5 GB free space.

7. While MSI will use reasonable efforts to provide maximum uptime for the website to be used, it is agreed and understood that there will be downtime for the website due to planned and unplanned maintenance and repair of the website; and due to conditions beyond the control of MSI. The Municipality agrees that MSI shall have no liability for downtime of the website unless caused by MSI's own willful conduct.

8. The Municipality will have up to 10 gigabytes of storage resources at the website at no additional cost. In the event that the Municipality exceeds 10 gigabytes of data storage, additional charges will be assessed as additional compensation to MSI, based on the increased charges to MSI from its website host.

9. With regard to the website access to be provided by MSI: (a) MSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, the website or the Municipality's data files, programs or information through accident, fraudulent means or devices, and (b) MSI shall have no liability with respect to MSI's obligations under this Addendum or otherwise for consequential, exemplary, special, incidental, or punitive damages even if MSI has been advised of the possibility of such damages. In any event, the liability of MSI to the Municipality for any reason and upon any cause of action shall be limited to the lesser of the amount actually paid to MSI by the Municipality under this Addendum or \$1,000.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The fees herein reflect, and are set in

reliance upon, this allocation of risk and the exclusion of consequential damages set forth in this Addendum.

10. Except as specifically modified by the terms of this Addendum, the terms of the Agreement, including those setting forth the payment obligations of the Municipality, shall remain in full force and effect. In the event of any conflicts or inconsistencies between the terms of this Addendum, the Agreement, or any prior addenda, the terms of this Addendum shall be controlling.

IN WITNESS WHEREOF, the parties have executed this Addendum, effective as of the date first written above.

Municipality

By:

City of Pekin

Mayor/President (PRINT)

Mayor/President (SIGNATURE)

Attested:

Clerk (SIGNATURE)

Date: _____, 20 08

**Violations Payment.Com, Inc.
An Illinois Corporation**

By:

Matthew C. Regan

Chief Operating Officer (PRINT)

Chief Operating Officer (SIGNATURE)

Attested:

Secretary (SIGNATURE)

Date: _____, 20 _____



Period from 05/01/2008 to 04/30/2009

Section Number 08 - 00000 - 00 - GM
Municipality City of Pekin

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
Operation No. 1 Street Signs		Various Locations Enforcement & Street	Ea				
Operation No. 2 Pavement Markings		Various Locations Paint Beads	Gal Lbs				
Operation No. 3 Base Repair		Various Locations Base Repair	Tons	1000	70.00	\$70,000.00	70,000.00
Operation No. 4 Patching		Various Locations Emulsion Aggregate (Chips)	Gal Tons	10500 500	1.50 8.00	\$15,750.00 \$4,000.00	19,750.00 0.00
Operation No. 5 Cold Patch		Various Locations Cold Patch	Tons	600	70.00	\$42,000.00	42,000.00
Operation No. 6 Concrete Work		Various Locations Sidewalks & Curbs	Cy				
Operation No. 7 Snow Removal		Various Locations Salt Calcium Chloride Salt Brine	Tons Gal Gal	4000 6000 20,000	40.00 0.70 0.35	\$160,000.00 \$4,200.00 \$7,000.00	171,200.00
Operation No. 8 Street Lighting		Various Locations Electricity					200,000.00
Operation No. 9 Traffic Signals		Various Locations Electricity					40,000.00
Total Day Labor Costs						\$171,200.00	
Total Estimated Maintenance Operation Cost							\$542,950.00
Preliminary Engineering							
Engineering Inspection							
Material Testing							
Total Estimated Engineering Cost							
Total Estimated Maintenance Cost							\$542,950.00

Submitted: _____ Date _____ Approved: _____ Date _____
By: _____ Title _____ Regional Engineer _____
Municipal Official

Submit Four (4) Copies to Regional Engineer



Period from	<u>05/01/2008</u>	to	<u>04/30/2009</u>	Section Number	<u>08 - 00000 - 00 - GM</u>
				Municipality	<u>City of Pekin</u>

[illegible]

By: _____
Municipal Official Title

Regional Engineer

BLR 14231 (Rev. 2/23/06)


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

BE IT RESOLVED, by the Council of the
(Council or President and Board of Trustees)
City Pekin of Pekin, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$700,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from 05/01/08
to 04/30/09.

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

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

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

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

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

the Council at a meeting on April 14, 2008
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of April, 2008.

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

APPROVED

Date
Department of Transportation

District Engineer



REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From:

AGENDA ITEM: STREET MAINTENANCE PROGRAM - 2008

AGENDA DATE REQUESTED: APRIL 14, 2008

ACTION REQUESTED: RECOMMENDATION TO EXCEPT THE BID OF R.A. CULLINAN IN THE AMOUNT OF \$ 878,311.44 FOR THE SEAL COATING OF 26.28 MILES OF STREETS IN THE CITY OF PEKIN.

BACKGROUND: Bids were opened April 2, 2008 at 10:00 am City Hall for our yearly Street Maintenance Program. The bids were for seal coating of 26.28 miles of streets in the City of Pekin. 1 bid was received submitted by R A Cullinan in the amount of \$ 878,311.44 and our estimate is \$ 879,701.20.

FINANCIAL IMPACT: \$ 500,000 MFT FUNDS, \$ 303,311.44 - ROAD & BRIDGE - \$ 75,000 CDGB FUNDS.

NEIGHBORHOOD CONCERNS: Seal coating is not the most popular way to repair roads in our city but it is the most effective way for the allocated dollars. The effectiveness of this process was very evident by the minimal amount of road deterioration on the previously seal coated streets, from the harsh winter freeze thaw cycle that we went through this year.

IMPACT IF APPROVED: \$ 878,311.44

IMPACT IF DENIED: Deterioration of City Streets.

ALTERNATIVES: Allocate more dollars for milling of existing blacktop and resurfacing City Streets

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: INFRASTRUCTURE IMPROVEMENTS AND QUALITY OF LIFE.

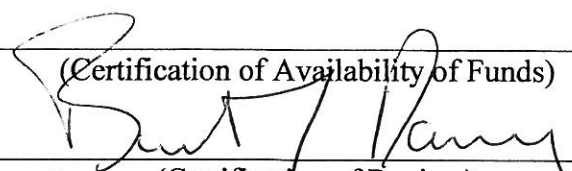
REQUIRED SIGNATURES

Department Director



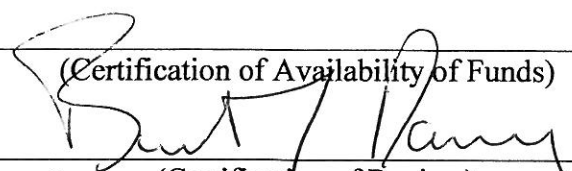
4-9-08
Date

Finance Department


(Certification of Availability of Funds)

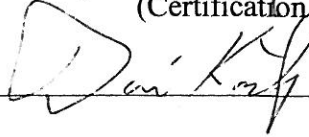
Date

Corporation Counsel


(Certification of Review)

Date

City Manager



4/10/08
Date

Pagliari, Dave

To: Kief, Denny
Cc: Tebben, Dave
Subject: FW: spread sheet cost 8 years / award
Attachments: SPREAD SHEET COST 2000-2008.doc

Here is a spread sheet of the years 2000 - 2008 for the Street Maintenance Program, for which Sue McMillan did a great job on for me. On the sheet, there are the City's Estimate and the awarded price per ton and price per gallon.

If you eliminate last years bid, the last 2 (06 & 08) prices have skyrocketed. It shows that we are doing less miles of streets (except for 03 and do not recall what transpired that year) for a whole lot more money and will be doing considerably less streets possibly next year, if the loss of CDBG Funding diminishes more or goes away entirely. Not good news at all. We need to do what ever possible to keep this program alive.

4/8/2008

YEAR	MILES	BASE REPAIR SY	\$	CREAK SEALING LF	\$	AGGREGATE TONS	\$	SEAL COAT GALS	\$	AWARDED TON / GAL	
2000	30	4000	\$49.00	25,000	\$.85	9899	\$56.00	282,817	\$1.15	\$45.00	\$1.10
2001	26.03	2500	\$50.00	20,000	\$1.00	5378	\$49.00	195,564	\$1.20	\$50.60	\$1.06
2002	27	3000	\$45.00	50,000	\$.75	6600	\$52.50	240,000	\$1.15	\$54.08	\$1.09
2003	12.31					2600	\$57.00	94,500	\$1.28	\$61.64	\$1.26
2004	34.460	<i>(Concrete 4818 ton \$60.00 / Manhole Adj)</i>				7143	\$65.00	259,427	\$1.35	\$56.67	\$1.32
2005	28					6072	\$65.00	220,799	\$1.40	\$59.90	\$1.48
2006	30					6031	\$65.00	219,296	\$1.85	\$72.67	\$1.74
2007	21.77	<i>(Alternate Option)</i>				4355	\$77.00	158,368	\$2.20	\$58.50	\$2.04
2008	26.28					5542	\$77.00	192,752	\$2.35		

[illegible]



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: MFT Resolution – IDOT McNaughton Bridge Repairs

AGENDA DATE REQUESTED: April 14, 2008

ACTION REQUESTED: Approve MFT Resolution

BACKGROUND: IDOT will be removing and replacing the pavement from the east end of the McNaughton Bridge to railroad tracks this summer along with curb, sidewalk, and signal upgrades. This resolution will cover the City's portion of the work.

FINANCIAL IMPACT: \$3,000 from MFT funds.

NEIGHBORHOOD CONCERNS: Will address the condition of the pavement and associated curbs and sidewalk and include upgrades to the signals.

IMPACT IF APPROVED: City will get updated signals and improved pavement.

IMPACT IF DENIED: This is an IDOT project that will be built and the money will have to come out of the general fund.

ALTERNATIVES: Project will be completed regardless and the City will be billed for their portion.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Safe Community and Strong Foundation

REQUIRED SIGNATURES

Department Director

 4/4/08
Date

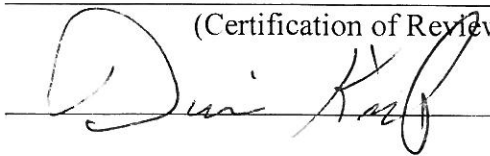
Finance Department


(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager


Date



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the City Council of the
City Pekin of Pekin Illinois
Council or President and Board of Trustees
City, Town or Village
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
McNaughton Bridge	9	West end of Bridge	3 rd Street

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of removing and replacing the pavement, repairing curb & gutters, and signal upgrades. This is to cover the City's share of the work being done.

and shall be constructed wide
and be designated as Section 08-0077-00-TL

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of three thousand
Dollars (\$3,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by IDOT Contractor ; and,

Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Sue McMillan Clerk in and for the

City Pekin of Pekin

City, Town or Village

County of Tazewell , hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the City Council

Council or President and Board of Trustees

at a meeting on April 14, 2008

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of

(SEAL)

City, Town, or Village Clerk



REQUEST FOR COUNCIL ACTION

To: Council Members

CC: Dennis Kief, Sue McMillan, Angie Evans, & City Attorney

From: Joe Wuellner

AGENDA ITEM: Proposal from Whitney & Associates for Materials Testing

AGENDA DATE REQUESTED: April 14, 2008

ACTION REQUESTED: Accept proposal from Whitney & Associates to provide Construction Materials Testing Support for road construction projects for this summer.

BACKGROUND: All IDOT projects require that testing by the local agency be done at specified times and during specified operations on all construction projects. These tests required special equipment and trained personnel to accomplish all of which can be provided by Whitney. They have provided these services to us in the past and have always been extremely responsive in assisting us. We are looking at several projects this summer and these services will be needed on all of them.

FINANCIAL IMPACT: Estimate for support < \$10,000

NEIGHBORHOOD CONCERNS: Not applicable.

IMPACT IF APPROVED: City will have qualified and certified testing firm familiar with the requirements of IDOT for all aspects of material testing.

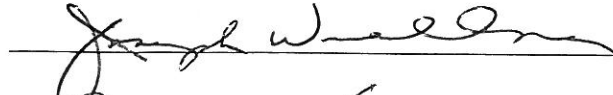
IMPACT IF DENIED: City will not be able to meet the IDOT testing requirements without purchasing equipment that will only be needed a few times a year and sending a person to training classes on the use of the equipment and testing procedures.

ALTERNATIVES: As stated above, contract out or purchase and train.

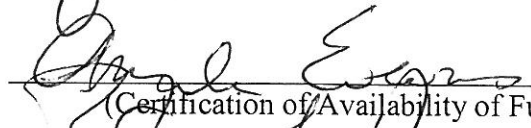
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

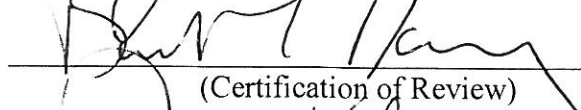
Department Director

 4/4/08
Date

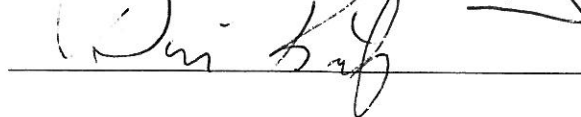
Finance Department


(Certification of Availability of Funds) Date

Corporation Counsel

 4-9-08
(Certification of Review) Date

City Manager

 4/10/08
Date

TELEPHONE

309-673-2131

TESTS * INVESTIGATIONS
 ANALYSIS * DESIGN * EVALUATIONS
 CONSULTATION * REPORTS * INSPECTIONS
 ARBITRATION * EXPERT WITNESS TESTIMONY

 SOILS * PORTLAND CEMENT CONCRETE
 BITUMINOUS CONCRETE * STEEL
 ASPHALT * AGGREGATES * EMULSIONS
 POZZOLANIC MATERIALS * LIME

**WHITNEY & ASSOCIATES****INCORPORATED**

2406 West Nebraska Avenue
 PEORIA, ILLINOIS 61604-3193

TELEFAX

309-673-3050

GEOTECHNICAL ENGINEERING
 CONSTRUCTION QUALITY CONTROL
 SUBSURFACE EXPLORATIONS
 ENVIRONMENTAL INVESTIGATIONS

 MONITORING WELL INSTALLATIONS
 BUILT-UP ROOF INVESTIGATIONS
 WELDER CERTIFICATIONS
 INSURANCE INVESTIGATIONS

April 3, 2008

Mr. Joseph W. Wuellner, P.E.
 City of Pekin Public Works Director
 111 South Capitol Street
 Pekin, Illinois 61554

**Re: Work Proposal and
 Schedule of Fees**
 Construction Materials
 Testing Program
 City of Pekin
 Pekin, Illinois

Dear Mr. Wuellner:

Transmitted herewith is a work proposal with an accompanying fee schedule for future projects. Included in this proposal is a description of the anticipated work with our fees for these services. All work performed by personnel from Whitney & Associates will be charged in accordance with the attached unit price fee structure.

Standard workmen's compensation, public liability and property damage insurance will be furnished by Whitney & Associates at no additional costs, and all miscellaneous expenses including all supervision and secretarial expenses have been included in the unit price fee schedule. Of course, only those services actually performed by our personnel will be charged to our client.

CONSTRUCTION MATERIALS TESTING PROGRAM**WORK DESCRIPTION****UNIT PRICE****SOILS**

Standard Proctor tests including sample preparation and processed report of results.

\$ 172.00/Each

Field density check tests at the project site of in-situ soils, structural fill and aggregate materials including processed report of results.

148.00/Half-Day

Field density check tests at the project site of in-situ soils, structural fill and aggregate materials including processed report of results.

256.00/Day

WHITNEY & ASSOCIATES
 PEORIA, ILLINOIS

<u>WORK DESCRIPTION</u>	<u>UNIT PRICE</u>
<u>SOILS (CONTINUED)</u>	
Nuclear Density Equipment Rental.	\$ 42.00/Half-Day
Nuclear Density Equipment Rental.	54.00/Day
<u>CONCRETE</u>	
Concrete unconfined compression tests of 6" x 12" cylinders including laboratory curing and processed test reports.	12.00/Each
Standard 6" x 12" plastic cylinder molds.	1.75/Each
Concrete testing at the project site including field documentation, molding of concrete cylinders and processed reports. Slump tests, air tests, where required and temperature tests will be routinely performed as well as on each set of cylinders molded at the project site.	148.00/Half-Day/ Technician
	256.00/Day/ Technician
<u>BITUMINOUS CONCRETE</u>	
Nuclear density tests of bituminous concrete placement including processed reports of results.	148.00/Half-Day
Nuclear density tests of bituminous concrete placement including processed reports of results.	256.00/Day
Nuclear Density Equipment Rental.	42.00/Half-Day
Nuclear Density Equipment Rental.	58.00/Day
<u>MISCELLANEOUS SERVICES</u>	
Premium time in excess of eight (8) hours per day and all Saturdays.	36.70/Hour
Documentation including processing, review, analysis and comments	42.00/Each
Engineering Technician Consultation.	38.00/Hour
Engineering Consultation.	74.00/Hour
Engineering consultation by a registered Professional Engineer	86.00/Hour
Special insurance requirements, if required, will be furnished upon request.	-

Other specialized tests and inspection services can be furnished upon request.

If there are any questions or comments whatsoever in regard to this work proposal or the accompanying fee schedule, do not hesitate to contact us at your convenience. All miscellaneous expenses including secretarial services, printing costs and supervision have been included in the above unit price fee structure and no additional expenses will be levied for this referenced work. In addition, the work outlined in this work proposal and fee schedule will be performed in accordance with the specific instructions which were furnished to our firm by our client. Of course, only those services actually performed by our personnel will be charged to our client.

Respectfully submitted,
WHITNEY & ASSOCIATES

(By) 
James R. Krusemark, P. E.

JRK:rma

Enclosure: Per Diem Statement
Whitney & Associates General Conditions

ACCEPTED AS QUOTED

(BY) _____

DATE

EMAIL DISTRIBUTION: _____
ADDRESSES _____

CONTACT / SCHEDULING SUPERVISOR

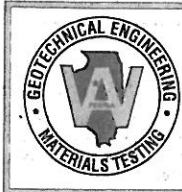
Scott M. Osmulski
309-673-2131
whitney@whitneyassociates.com

TELEPHONE

309-673-2131

TESTS * INVESTIGATIONS
ANALYSIS * DESIGN * EVALUATIONS
CONSULTATION * REPORTS * INSPECTIONS
ARBITRATION * EXPERT WITNESS TESTIMONY

SOILS * PORTLAND CEMENT CONCRETE
BITUMINOUS CONCRETE * STEEL
ASPHALT * AGGREGATES * EMULSIONS
POZZOLANIC MATERIALS * LIME

**WHITNEY & ASSOCIATES**

INCORPORATED

2406 West Nebraska Avenue
PEORIA, ILLINOIS 61604-3193

TELEFAX

309-673-3050

GEOTECHNICAL ENGINEERING
CONSTRUCTION QUALITY CONTROL
SUBSURFACE EXPLORATIONS
ENVIRONMENTAL INVESTIGATIONS

MONITORING WELL INSTALLATIONS
BUILT-UP ROOF INVESTIGATIONS
WELDER CERTIFICATIONS
INSURANCE INVESTIGATIONS

PER DIEM STATEMENT

ALL MISCELLANEOUS COSTS INCLUDING VEHICLE EXPENSES,
MILEAGE, STANDARD FIELD AND LABORATORY EQUIPMENT,
GENERAL SUPERVISION, SECRETARIAL SERVICES, REPORT
COPYING, POSTAGE, HANDLING, E-MAILING DISTRIBUTION,
OFFICE COSTS, ALL TAXES, EMPLOYEE BENEFITS,
PROFESSIONAL AND GENERAL LIABILITY INSURANCE,
WORKMAN'S COMPENSATION INSURANCE, OVERHEAD AND
PROFIT HAVE BEEN INCLUDED IN THE PER DIEM FEES.

WHITNEY & ASSOCIATES GENERAL CONDITIONS (GEOTECHNICAL AND CONSTRUCTION SERVICES)

THESE STANDARD TERMS AND CONDITIONS SHALL CONTINUE IN FORCE AND EFFECT DURING AND AFTER THE COMPLETION OF WHITNEY & ASSOCIATES EMPLOYMENT AND SHALL CONTROL ANY CONFLICTING TERM OR CONDITION UNLESS WHITNEY & ASSOCIATES AGREES OTHERWISE IN WRITING

1. PARTIES AND SCOPE OF WORK. "This Agreement" consists of Whitney & Associates (W&A) proposal, W&A's Schedule of Fees and Services, client's written acceptance thereof, if accepted by W&A, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by Whitney & Associates (except where distinction is necessary, either work or professional services are referred to as "services" herein). If client is ordering the services on behalf of another, client represents and warrants that client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "client" shall also include the principal for whom the services are being performed. Prices quoted and charged by W&A for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any report prepared by W&A. Unless otherwise expressly assigned in writing, W&A shall have no duty to any third party, and in no event shall W&A have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from W&A shall constitute acceptance of W&A's proposal and these General Conditions. In addition, Client's acceptance of W&A's proposal and these General Conditions may be indicated by Client signing the proposal, and a facsimile copy or an electronic signature by Client shall be considered as an original signature by Client.

2. SCHEDULING OF SERVICES. The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If W&A is required to delay any part of its services to accommodate the requests or requirements of client, regulatory agencies, or other parties, or due to any cause beyond its reasonable control, client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE. Client will arrange and provide such access to the site as is necessary for W&A to perform its services. W&A shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment, however, W&A has not included in its fee the cost of restoration of damage which may occur. If client desires or requires W&A to restore the site to its former condition, W&A will, upon written request, perform such additional work as is necessary to do so and client agrees to pay to W&A the cost thereof plus W&A's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER. Client represents and warrants that client has advised W&A of any known or suspected hazardous materials, utility lines and underground structures at any site at which W&A is to perform services under this Agreement.

5. DISCOVERY OF POLLUTANTS. W&A services shall not include investigation for hazardous substances, materials or wastes or petroleum products. Hazardous materials, substances or wastes (all cumulatively referred to herein as "hazardous substances") includes, but is not limited to, any substance, waste, pollutant or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. W&A shall not be liable for any contamination as a result of hazardous substances which may be encountered. In the event that hazardous substances are suspected by W&A, W&A's sole duty shall be to notify client and W&A has no duty to identify or attempt to identify within the project area.

6. MONITORING. If this Agreement includes testing construction materials or observing any aspect of construction or improvements, W&A will report its test results and observations as more specifically set forth elsewhere in this Agreement. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and W&A recommendations. No claims for loss, damage or injury shall be brought against W&A unless all tests and inspections have been so performed and unless W&A recommendations have been followed.

W&A services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. W&A services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. W&A services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. W&A services shall not include any responsibility or liability for the owner and/or contractor's site safety and/or operations of construction, including surface water management practices. Contractor as used herein shall include the general contractor, subcontractors, suppliers, architects, engineers and construction managers.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by W&A unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. The test report documents shall not be considered certification or guarantee that certain conditions have been met. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. W&A shall not be liable for diminution of value wherein the results of the investigation and evaluation may result in decreased value of a property or project. Unless otherwise agreed in writing, the procedures employed by W&A are not designed to detect intentional concealment or misrepresentation of fact by others. W&A services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against W&A as a result of its services.

8. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of W&A report.

9. TERMINATION: This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, W&A shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses.

10. PAYMENT: The firm or individual engaging W&A is responsible for payment of charges unless W&A is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within thirty (30) days at the rate of eighteen (18%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and W&A costs of collection of such accounts, including court costs and reasonable attorney's fees.

11. STANDARD OF CARE: W&A professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, W&A will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. W&A may rely upon information supplied by the client engaging W&A, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. In performing physical work in pursuit of its professional services, W&A will use that degree of care and skill ordinarily used under similar circumstances. This statement is in lieu of all other warranties or representations, either express or implied. Statements made in W&A reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

12. LIMITATION OF LIABILITY: Should W&A or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon W&A services or work agree that the maximum aggregate amount of damages for which W&A, its officers, employees and agents shall be liable is limited to \$10,000 or the total amount of the fee paid to W&A for its services performed with respect to the project whichever amount is greater.

In the event client is unwilling or unable to limit the damages for which W&A may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of client received within five (5) days of client's acceptance of W&A's proposal together with payment of an additional fee in the amount of 5% of W&A's estimated cost for its services (to be adjusted to 5% of the amount actually billed by W&A for its services on the project at time of completion), the limit damages shall be increased to \$50,000 or the amount of W&A's fee whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

13. INDEMNITY: Subject to the provisions set forth herein, W&A and client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorney's fees arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees. In the event both are negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. W&A and client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement.

14. SUBPOENAS: W&A employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay W&A pursuant to W&A's then current Fee Schedule for any W&A employee(s) subpoenaed as any party as an occurrence witness as a result of W&A's services.

15. OTHER AGREEMENTS: W&A shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement or any provision wherein W&A waives any rights to a mechanics lien, or any provision that conditions W&A's right to receive payment for its services upon payment to client by any third party. These General Conditions are notice, where required, that W&A shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than and except those expressly contained herein. All understandings and agreements heretofore had among the parties respecting this transaction are merged in this Agreement. Unless expressly accepted by W&A in writing prior to delivery of W&A's services, client shall not add any conditions other than those contained in this Agreement. W&A's offer to provide services is conditioned on client's acceptance of all the terms and conditions set forth in these General Conditions without alteration or modification of any kind. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. The parties hereto consent to jurisdiction and venue in an appropriate Illinois State Court and in the County of Peoria, Peoria, Illinois, or the Federal District Court for The Mid-Central District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager

AGENDA ITEM: Proposed City/County Enterprise Zone Boundary Amendment

AGENDA DATE REQUESTED: April 28, 2008

ACTION REQUESTED: Approval of Amendment to increase the Enterprise Zone Boundary to include the Horizon Wind Farm Project.

BACKGROUND: The City of Pekin/Tazewell County Enterprise Zone is currently 9.98 square miles in area. The Wind Farm project has requested a temporary 0.7336 square mile extension that would ultimately be 0.1744 square miles. The Enterprise Zone has a 12 square mile limit and is set to expire in 2016.

FINANCIAL IMPACT: The only impact would be that the City/County would receive a \$250,000 Certification Fee for allowing the addition of the project.

NEIGHBORHOOD CONCERNS: None to City residents

IMPACT IF APPROVED: The Enterprise Zone area would increase and the City/County would receive a Certification Fee.

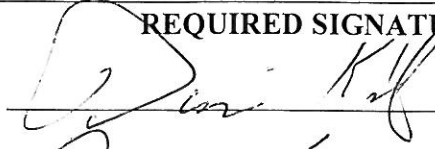
IMPACT IF DENIED: The Enterprise Zone boundaries would remain as is

ALTERNATIVES: Project would not be in the Enterprise Zone

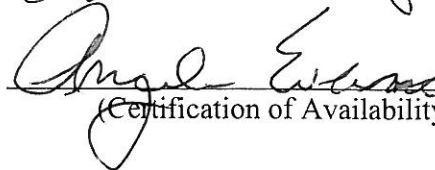
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with a Prosperous Community theme

REQUIRED SIGNATURES

Department Director

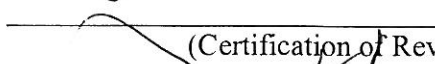


Finance Department



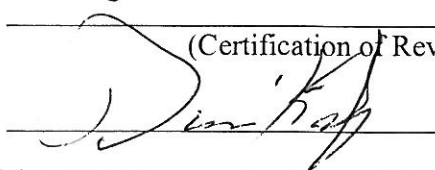
(Certification of Availability of Funds)

Corporation Counsel



(Certification of Review)

City Manager



McMillan, Sue

From: Harper, Heather F. [heatherharper@Paulhastings.com]
Sent: Wednesday, April 09, 2008 4:52 PM
To: Kief, Denny; McMillan, Sue; Brown, Steve
Cc: Bill.Whitlock@horizonwind.com; Callahan, Tim P.
Subject: Rail Splitter Ordinances - AGENDA SUBMISSION
Importance: High

Denny,

As I mentioned on the phone, attached please find the revised draft of the Pekin Ordinance, clean and marked against the prior version to show the changes. I am also attaching the exhibits that Bill Whitlock sent today and the IGA (no revision).

Ordinance (and blackline)

<<Pekin Ordinance (Rail Splitter)(78884900_3).DOC>> <<MARKED Pekin Ordinance 4-9-08.doc>>

Exhibits

<<March 2008 Railsplitter Enterprise Tazewell.pdf>> <<EZTazewell3.pdf>> <<EZTazewell2.pdf>> <<EZTazewell1.pdf>>

IGA

<<IGA Amendment (Pekin_Tazewell)(78887524_2).DOC>>

We will address the following items in a side letter:

1. There will be a certification fee in the amount of \$250,000 payable to the Zone Administrator.
2. We will do an amendment of the Enterprise Zone to decrease the size of the Rail Splitter Expansion from 0.773 square miles to 0.1744 square miles.
3. If the Rail Splitter Project is not completed within a certain time, we will arrange to amend the E-Zone to remove the territory added to accommodate Rail Splitter.

Please confirm by receipt to all parties that we are on Thursday's meeting agenda.

Thanks,
Heather

Heather F. Harper, Associate | Paul, Hastings, Janofsky & Walker LLP | 191 North Wacker Drive, Thirtieth Floor, Chicago, IL 60606 | direct: 312 499 6024 | main: 312 499 6000 | direct fax: 312 499 6124 | heatherharper@paulhastings.com | www.paulhastings.com <<http://www.paulhastings.com/>>

IRS Circular 230 Disclosure: As required by U.S. Treasury Regulations governing tax practice, you are hereby advised that any written tax advice contained herein was not written or intended to be used (and cannot be used) by any taxpayer for the purpose of avoiding penalties that may be imposed under the U.S. Internal Revenue Code.

4/9/2008

CITY OF PEKIN

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 1, CHAPTER 10 OF THE CITY CODE
OF THE CITY OF PEKIN, ILLINOIS REGARDING THE ENTERPRISE ZONE**

WHEREAS, the City of Pekin adopted Ordinance No. 1567 on December 23, 1985 establishing and designating an Enterprise Zone in conjunction with Tazewell County, Illinois (the “Enterprise Zone”) pursuant to the Illinois Enterprise Zone Act (the “Act”), Chapter 20, Sec. 655/1 et. seq., Ill. Compiled Statutes, (20 ILCS 655/1 et. seq.). Such Enterprise Zone was thereafter certified as an “enterprise zone” by the State of Illinois;

WHEREAS, the City of Pekin and Tazewell County entered into that certain Enterprise Zone Intergovernmental Agreement between the City of Pekin and Tazewell County dated December 31, 1985, as amended (the “Intergovernmental Agreement”);

WHEREAS, the City of Pekin has subsequently adopted amendatory ordinances relative to the Enterprise Zone, which amendments, *inter alia*, expanded the territory of the Enterprise Zone, amended the sales tax exemption, amended the property tax, and extended the initial termination date of the Enterprise Zone;

WHEREAS, the Enterprise Zone now encompasses approximately 9.98 square miles and the Act allows the zone to encompass up to 12 square miles;

WHEREAS, it has been determined that additional territory within the unincorporated areas of Tazewell County, Illinois, all contiguous to the existing Enterprise Zone and totaling up to 0.7336 square miles, would be benefited by being encompassed within the boundaries of said Enterprise Zone, and it would be in the best interests of the citizens of the City of Pekin, Illinois and the adjacent unincorporated

areas of Tazewell County, Illinois that said additional territory be included in the Enterprise Zone;

WHEREAS, the City of Pekin now desires to enact certain amendments to the Enterprise Zone, including amendments to expand the territory included in the Enterprise Zone, to clarify that building materials to be incorporated into real estate located in the Enterprise Zone (regardless of the location of the purchase of such materials) will be entitled to all sales and use tax exemptions provided under the Illinois Retailers' Occupation Tax Act, and to authorize the Zone Administrator of the Enterprise Zone to issue a Certificate of Eligibility for Sales Tax Exemption in order to claim a sales and use tax exemption on building materials for eligible projects;

WHEREAS, Rail Splitter Wind Farm LLC ("Rail Splitter") plans to develop, potentially with one or more entities affiliated with Rail Splitter, an electric wind energy project in the additional territory to be included in the Enterprise Zone;

WHEREAS, Rail Splitter understands that the review of an amendment to the Enterprise Zone will require the allocation of resources of the City of Pekin, including the incurrence of costs by the City of Pekin and the allocation of the time of the Zone Administrator and other officials and employees involved in the administration of the Enterprise Zone, which resources are expended for the benefit of all the units of local government participating in the Enterprise Zone.

WHEREAS, Rail Splitter further understands that certain resources of the City of Pekin, including costs incurred by the City of Pekin and time allocated to Enterprise Zone matters by the Zone Administrator and other officials and employees involved in the administration of the Enterprise Zone, are allocated to the general administration of the

Enterprise Zone, which resources are expended for the benefit of all the units of local government participating in the Enterprise Zone;

WHEREAS, in recognition of the services provided, as described in the two immediately preceding recitals, Rail Splitter will pay to the City of Pekin Treasurer a certification fee to be distributed among the City of Pekin and Tazewell County as such parties agree;

WHEREAS, Rail Splitter intends to pay ad valorem taxes imposed upon its real property located within the Enterprise Zone and does not intend to seek any abatement of such taxes on the basis that such real property is located within the Enterprise Zone; and

WHEREAS, a public hearing regarding such amendments has been held as provided by the Act.

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

SECTION ONE: That Title 1, Chapter 10, Section 1-B is hereby amended by deleting the same in its entirety and replacing it with the following:

The City of Pekin has found that the Enterprise Zone as described in Composite Ordinance No. 1982 meets the qualifications of Illinois Compiled Statutes, 20 ILCS 655/4, in that the area is a contiguous area, comprises a minimum of one-half square mile and not more than 12 square miles in total area, exclusive of lakes and waterways, is a depressed area and satisfies all additional criteria established by regulation of the Department of Commerce and Economic Opportunity consistent with the purposes of the Illinois Enterprise Zone Act. (20 ILCS 655/1 et seq.)

SECTION TWO: That “Exhibit A”, which is referenced in Title 1, Chapter 10, Section 2-A, shall be and the same is hereby amended to include and incorporate therein the property legally described on Exhibit A attached hereto and made a part hereof by this reference (and which is further depicted in the map attached hereto as Exhibit B and

which is made a part hereof by this reference) (the “Amended Territory”); and that the Amended Territory is hereby designated part of the Enterprise Zone pursuant to and in accordance with the Act;

SECTION THREE: That Title 1, Chapter 10, Section 3 is hereby amended by deleting the same in its entirety and replacing it with the following:

ZONE ADMINISTRATOR: The Mayor of the City of Pekin, shall, subject to the advice and consent of the City Council, appoint a Zone Administrator. The Zone Administrator shall be an officer or employee of the City and shall be the liaison between the City and the Designated Zone Organization established hereunder and shall perform such other duties as authorized by the City. The Zone Administrator is hereby authorized and directed to issue Certificates of Eligibility for Sales Tax Exemption pursuant to the Retailers’ Occupation Tax Act (35 ILCS 120/5k) for qualifying Projects.

SECTION FOUR: That Title 1, Chapter 10, Section 6-B-1 is hereby amended by deleting the same in its entirety and replacing it with the following:

1. Each retailer who makes a sale of building materials to be incorporated into real estate within the enterprise zone known as the Pekin/Tazewell County Enterprise Zone (as supplemented and amended) by remodeling, rehabilitation or new construction (each, a “Project”), may deduct receipts from such sales when calculating the tax imposed by the Illinois Retailers’ Occupation Tax, but only if (i) the Project is of a value of \$25,000 or more, and (ii) the Zone Administrator has issued a Certificate of Eligibility for Sales Tax Exemption with respect to the Project (a copy of which is required to be provided to the applicable retailer at the time of the sale).

For the sake of clarity, the preceding amendment, among other matters, clarifies (i) that references to the sales and use tax exemption available under the Enterprise Zone should be to the “Illinois Retailers’ Occupation Tax Act”; (ii) that an otherwise qualified sale of building materials need not occur within the Enterprise Zone boundary to be eligible for the aforementioned tax benefits; and (3) that a purchaser seeking the aforementioned tax benefits need not obtain a building permit as a condition to being eligible for such tax benefits.

SECTION FIVE: That the Mayor of the City of Pekin, Illinois shall have, and is hereby granted, the authority to execute that certain “Amendment to Enterprise Zone

Intergovernmental Agreement Between the City of Pekin and Tazewell County”, a copy of which is attached hereto as Exhibit C.

SECTION SIX: That, except to the extent amended hereby, all provisions, agreements, stipulations, rights, obligations and duties set forth in Title 1, Chapter 10, as previously amended and known as “Enterprise Zone of the City Code of the City of Pekin”, shall remain in full force and effect. Any ordinance or parts of any ordinance in conflict herewith are hereby repealed.

SECTION SEVEN: That this Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, and from and after its approval by the Illinois Department of Commerce and Economic Opportunity.

SECTION EIGHT: That this Ordinance, and every provision hereof, shall be considered separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION NINE: That the City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as required by law and forward a certified copy of this Ordinance to the Illinois Department of Commerce and Economic Opportunity for its approval and to file a certified copy of this Ordinance with the County Clerk for Tazewell County.

SECTION TEN: That the Zone Administrator is hereby authorized and directed to cause an application to be submitted to the State of Illinois pursuant to the Act in relation to the amendments contained in this Ordinance.

PASSED AND APPROVED at a regular meeting of the City Council of the City of
Pekin, Illinois, this ____ of April, 2008; and upon roll call the vote was as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of April, 2008.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
Legal Description of the Amended Territory

Three Foot Strip of Land Connecting Existing Enterprise Zone (Pekin, Tazewell County, Illinois) to Rail Splitter Wind Farm

A strip of land 3 feet wide in Township 25 North, Ranges 5, 4 and 3 West of the Third Principal Meridian, and Townships 24 North, 23 North and 22 North, all in Range 3 West of the Third Principal Meridian, all in Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline: Beginning at a point 3.0 feet west of the Centerline of 8th Street, Pekin, Illinois, lying 1.5 foot south of the North Right of Way Line of Broadway Road, Pekin, Illinois. From said Point of Beginning, thence easterly along a line 1.5 feet south of and parallel with said North Right of Way Line through Sections 35 and 36 in said Township 25 North, Range 5 West; thence easterly on said parallel line through Sections 31 through 35, all inclusive, all in said Township 25 North, Range 4 West to the Centerline of Springfield Road; thence southerly along the Centerline of Springfield Road through Sections 2, 3, 10, 11, 14, 15, 22, 23, 26 and 27, all in Township 24 North, Range 4 West to its intersection with the Centerline of Red Shale Hill Road; thence easterly along the Centerline of Red Shale Hill Road through Sections 27, 26, 25, 34, 35 and 36, all in Township 24 North, Range 4 West to its intersection with the Centerline of Locust Road; thence southerly along the Centerline of Locust Road through Sections 25 and 36, Township 24 North, Range 4 West and through Sections 30 and 31, Township 24 North, Range 3 West to its intersection with the Centerline of Townline Road; thence easterly along the Centerline of Townline Road through Sections 31 and 32, Township 24 North, Range 3 West and Sections 6 and 5, Township 23 North, Range 3 West to its intersection with the Centerline of Interstate 155 in Tazewell County, Illinois; thence southerly along the Centerline of said Interstate 155 in said Section 32, Township 24 North, Range 3 West; thence southerly along the Centerline of said Interstate 155 through Sections 5, 8, 17, 20, 29 and 32, all in said Township 23 North, Range 3 West; thence southerly along the Centerline of said Interstate 155 through Sections 5, 8 and 17, all in said Township 22 North, Range 3 West to its intersection with the South Line of said Section 8, Township 22 North, Range 3 West; thence easterly along said South Line to the Southeast Corner of said Section 8, Township 22 North, Range 3 West and the Point of Terminus.

Three Foot Connector Strips for Enterprise Zone (Boynton Township, Tazewell County, Illinois) at Rail Splitter Wind Farm

A strip of land 3 feet wide in Sections 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27 and 28, all in Township 22 North, Range 3 West of the Third Principal Meridian, in Logan County, Illinois, and lying 1.5 feet on each side of the following described Centerlines:

Centerline No. 1

Beginning at the Southeast Corner of said Section 8. From said Point of Beginning, thence easterly along the South Line of said Sections 9 and 10 to the Southeast Corner of said Section 10; thence southerly along the East Line of said Section 15 to the Southeast Corner thereof; thence easterly along the South Line of said Section 14 to the Northeast Corner of said Section 23; thence southerly along the East Line of said Sections 23 and 26 to a point 1.5 feet north of the Southeast Corner of said Section 26; thence westerly along a line 1.5 feet north of and parallel with the South Line of said Section 26 to the West Line of said Section 26 and the Point of Terminus.

Centerline No. 2

Beginning at the Southwest Corner of said Section 10. From said Point of Beginning, thence northerly along the West Line of said Section 10 to the Northwest Corner thereof; thence easterly along the North Line of said Section 10 to the Northeast Corner thereof and the Point of Terminus.

Centerline No. 3

Beginning at the Southeast Corner of said Section 15. From said Point of Beginning, thence westerly along the South Line of said Sections 15 and 16 to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 16; thence northerly along the West Line of the Southeast Quarter of the Southeast Quarter of said Section 16 to the Northwest Corner thereof and the North Line of the South Half of the South Half of said Section 16; thence westerly along said North Line to the West Line of said Section 16 and the Point of Terminus.

Centerline No. 4

Beginning at the Northwest Corner of said Section 15, From said Point of Beginning, thence southerly along the West Line of said Sections 15 and 22 to the Southwest Corner of said Section 22; thence easterly along the South Line of said Sections 22, 23 and 24 to the Southeast Corner of said Section 24 and the Point of Terminus.

Centerline No. 5

Beginning at the intersection of the centerline of Interstate 155 and the South Line of said Section 8. From said Point of Beginning, thence westerly along the South Line of said Section 8 to the Southwest Corner of said Section 8; thence northerly along the West Line of said Sections 8 and 5 to the Northwest corner of said Section 5 and the Point of Terminus.

Rail Splitter Wind Farm North Substation Description, San Jose Rail Substation Description and Two Hundred Foot Transmission Line Connector Strip for Enterprise Zone (Boynton, Delavan and Malone Townships, Tazewell County, Illinois)

North Sub Station Legal

Part of the East Half of the Northwest Quarter of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows:

Beginning at the Southeast corner of said Northwest Quarter; thence south 88°-02'-34" west, along the South Line of said Northwest Quarter, a distance of 466.70 feet; thence north 01°-33'-55" west, parallel with the East Line of said Northwest Quarter, a distance of 466.69 feet; thence north 88°-02'-34" east, parallel with the South Line of said Northwest Quarter, a distance of 441.70 feet to a point on a line 25.00 feet west of and parallel with the East Line of said Northwest Quarter; thence north 01°-33'-55" west, along said parallel line, a distance of 2188.78 feet to the North Line of said Northwest Quarter; thence north 88°-08'-10" east, along said North Line, a distance of 25.00 feet to the Northeast corner of said Northwest Quarter; thence south 01°-33'-55" east, along said East Line, a distance of 2655.43 feet to the Point of Beginning and containing 6.2562 acres, more or less.

Transmission Line Legal

A strip of land 200 feet wide lying 100 feet on each side of the following described Centerline in Sections 19, 20, 21, 22, 23 and 30, all in Township 22 North, Range 3 West of the Third Principal Meridian, and Sections 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 all in Township 22 North, Range 4 West of the Third Principal Meridian, and Section 25, Township 22 North, Range 5 West of the Third Principal Meridian in Tazewell County, Illinois, more particularly described as follows:

Beginning at the Southeast Corner of the Northwest Quarter of said Section 23, Township 21 North, Range 3 West of the Third Principal Meridian; from said Point of Beginning, thence west along the South Line of said Northwest Quarter to the Southwest Corner of the Northwest Quarter of said Section 23; thence west along the South Line of the North Half of said Sections 22, 21, 20 and 19 in Township 22 North, Range 3 West of the Third Principal Meridian to the Northwest Corner of the Southwest Quarter of said Section 19; thence south along the West Line of said Southwest Quarter of Section 19 to the Southwest Corner of the Southwest Quarter of said Section 19; thence south along the East Line of the Southeast Quarter of Section 24, Township 22 North, Range 4 West of the Third Principal Meridian, to the Southeast Corner of Said Section 24; thence west along the South Line of Sections 24, 23, 22 and 21, all in said Township 22 North, Range 4 West to the Northeast Corner of the West Half of the Northwest Quarter of Section 28 in said Township 22 North Range 4 West; thence south along the East Line of the West Half of the Northwest Quarter of said Section 28 to the Southeast Corner of the West Half of the Northwest Quarter of said Section 28; thence west along the South Line of the North Half of Sections 28, 29 and 30, in said Township 22 North, Range 4 West to the Southwest Corner of the Northwest Quarter of said Section 30 and the Point of Terminus.

Description of San Jose Rail Substation

A part of the Northeast Quarter of Section 25, Township 22 North, Range 5 West of the Third Principal Meridian, Malone Township, Tazewell County, Illinois, more particularly described as follows:
Commencing at the Southeast Corner of said Northeast Quarter; thence north 01°-19'-22" west 16.50

feet along the East Line of said Northeast Quarter to the North Line of the South One Rod of said Northeast Quarter and the Point of Beginning. From said Point of Beginning, thence south $88^{\circ}-26'-05''$ west 2610.62 feet along said North Line to the West Line of said Northeast Quarter; thence north $01^{\circ}-29'-14''$ west 1015.64 feet along said West Line; thence north $88^{\circ}-30'-46''$ east 353.70 feet; thence south $01^{\circ}-29'-14''$ east 633.78 feet; thence south $88^{\circ}-30'-46''$ west 303.70 feet to a point 50 feet normally distant east of said West Line; thence south $01^{\circ}-29'-14''$ east 296.73 feet along a line parallel with said West Line to a point of curvature; thence southeast 70.75 feet along the arc of a curve concave to the northeast with a radius of 45.00 feet and the 63.68 foot chord of said arc bears south $46^{\circ}-31'-35''$ east to a point of tangency being 40 feet normally distant north of said North Line; thence north $88^{\circ}-26'-05''$ east 2515.67 feet along a line parallel with said North line to said East Line; thence south $01^{\circ}-19'-22''$ east 40.00 feet along said East Line to the Point of Beginning and containing 7.95 acres, more or less.

Wind Turbine No. B-06-4-1

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 6, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of said Southeast Quarter, thence south 1014.51 feet along the East Line of said Southeast Quarter; thence south $88^{\circ}-36'-12''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 550.08 feet to the Point of Beginning; From said Point of Beginning, thence south $01^{\circ}-23'-48''$ east 29.99 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 6, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter, thence south 1014.51 feet along the East Line of said Southeast Quarter; thence south $88^{\circ}-36'-12''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 550.08 feet; thence south $01^{\circ}-23'-48''$ east 29.99 feet to the center of said circle.

Wind Turbine No. B-06-4-2

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 6, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of said Southeast Quarter, thence south 1014.51 feet along the East Line of said Southeast Quarter to the Point of Beginning; From said Point of Beginning, thence south $88^{\circ}-36'-12''$ west (Bearings derived from Global Positioning – Illinois

State Plane Coordinates – West Zone) 1542.64 feet; thence north 00°-00'-00" east 487.21 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 6, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of said Southeast Quarter, thence south 1014.51 feet along the East Line of said Southeast Quarter; thence south 88°-36'-12" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1542.64 feet; thence north 00°-00'-00" east 487.21 feet to the center of said circle.

Wind Turbine No. B-07-2-1

A strip of land 3 feet wide being a part of the East Half of Section 7, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 7, thence north 6.24 feet along the East Line of said Northeast Quarter to the Point of Beginning; From said Point of Beginning, thence south 88°-45'-49" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2012.06 feet; thence north 00°-58'-28" west 170.50 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the East Half of Section 7, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 7, thence north 6.24 feet along the East Line of said Northeast Quarter; thence south 88°-45'-49" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2012.06 feet; thence north 00°-58'-28" west 170.50 feet to the center of said circle.

Wind Turbine No. B-07-2-2

A strip of land 3 feet wide being a part of the East Half of Section 7, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 7, thence north 6.24 feet along the East Line of said Northeast Quarter; thence south $88^{\circ}-45'-49''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 984.50 feet to the Point of Beginning; From said Point of Beginning, thence north $00^{\circ}-58'-28''$ west 953.44 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the East Half of Section 7, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 7, thence north 6.24 feet along the East Line of said Northeast Quarter; thence south $88^{\circ}-45'-49''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 984.50; thence north $00^{\circ}-58'-28''$ west 953.44 feet to the center of said circle.

Wind Turbine No. B-07-4-1

A strip of land 3 feet wide being a part of the East Half of Section 7, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 7, thence north 6.24 feet along the East Line of said Northeast Quarter; thence south $88^{\circ}-45'-49''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 712.91 feet to the Point of Beginning; From said Point of Beginning, thence south $00^{\circ}-58'-28''$ east 191.58 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the East Half of Section 7, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 7, thence north 6.24 feet along the East Line of said Northeast Quarter; thence south $88^{\circ}-45'-49''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 712.91; thence south $00^{\circ}-58'-28''$ east 191.58 feet to the center of said circle.

east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 787.11; thence north 02°-22'-58" west 186.00 feet to the center of said circle.

Wind Turbine No. B-09-4-1

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 9, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 9, thence easterly 10.00 feet along the South Line of said Southeast Quarter; thence north 01°-41'-53" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1134.59 feet to the Point of Beginning; From said Point of Beginning, thence north 87°-52'-34" east 500.34 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 9, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 9, thence easterly 10.00 feet along the South Line of said Southeast Quarter; thence north 01°-41'-53" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1134.59 feet; thence north 87°-52'-34" east 500.34 feet to the center of said circle.

Wind Turbine No. B-09-4-2

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 9, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 9, thence easterly 10.00 feet along the South Line of said Southeast Quarter to the Point of Beginning; From said Point of Beginning, thence north 01°-41'-53" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2122.12 feet; thence north 87°-43'-19" east 799.43 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 9, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 9, thence easterly 10.00 feet along the South Line of said Southeast Quarter; thence north $01^{\circ}-41'-53''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2122.12 feet; thence north $87^{\circ}-43'-19''$ east 799.43 feet to the center of said circle.

Wind Turbine No. B-10-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 615.47 feet to the Point of Beginning; From said Point of Beginning, thence north $01^{\circ}-16'-14''$ west 527.61 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 615.47 feet; thence north $01^{\circ}-16'-14''$ west 527.61 feet to the center of said circle.

Wind Turbine No. B-10-1-2

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1593.26 feet to the Point of Beginning; From said Point of Beginning, thence north $01^{\circ}-22'-30''$ west 1746.60 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1593.26 feet; thence north $01^{\circ}-22'-30''$ west 1746.60 feet to the center of said circle.

Wind Turbine No. B-10-1-3

A strip of land 3 feet wide being a part of the North Half of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2734.03 feet; thence north $01^{\circ}-28'-46''$ west 811.64 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the North Half of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2734.03 feet; thence north $01^{\circ}-28'-46''$ west 811.64 feet to the center of said circle.

Wind Turbine No. B-10-3-1

A strip of land 3 feet wide being a part of the West Half of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2148.63 feet to the Point of Beginning; From said Point of Beginning, thence south $01^{\circ}-53'-19''$ east 160.64 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the West Half of Section 10, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 10, thence northerly 10.00 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-06'-41''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2148.63 feet; thence south $01^{\circ}-53'-19''$ east 160.64 feet to the center of said circle.

Wind Turbine No. B-14-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 14, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 14, thence northerly 12.12 feet along the West Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence north $88^{\circ}-02'-43''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2049.50 feet; thence north $01^{\circ}-57'-17''$ west 543.61 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 14, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 14, thence northerly 12.12 feet along the West Line of said Northwest Quarter; thence north $88^{\circ}-02'-43''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2049.50 feet; thence north $01^{\circ}-57'-17''$ west 543.61 feet to the center of said circle.

Wind Turbine No. B-14-4-1

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 14, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 14, thence easterly 10.00 feet along the South Line of said Southeast Quarter to the Point of Beginning;

From said Point of Beginning, thence north 01°-40'-08" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 819.82 feet; thence north 88°-19'-52" east 140.06 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 14, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 14, thence easterly 10.00 feet along the South Line of said Southeast Quarter; thence north 01°-40'-08" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 819.82 feet; thence north 88°-19'-52" east 140.06 feet to the center of said circle.

Wind Turbine No. B-15-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 15, thence westerly 17.00 feet along the North Line of said Northwest Quarter; thence south 01°-39'-16" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 698.53 feet; thence south 23°-31'-59" west 144.29 feet; thence south 20°-55'-18" east 186.10 feet; thence south 01°-39'-16" east 472.94 feet to the Point of Beginning; From said Point of Beginning, thence south 88°-22'-16" west 769.72 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 15, thence westerly 17.00 feet along the North Line of said Northwest Quarter; thence south 01°-39'-16" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 698.53 feet; thence south 23°-31'-59" west 144.29 feet; thence south 20°-55'-18" east 186.10 feet; thence south 01°-39'-16" east 472.94 feet; thence south 88°-22'-16" west 769.72 feet to the center of said circle.

Wind Turbine No. B-15-2-1

A strip of land 3 feet wide being a part of the North Half of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 15, thence westerly 17.00 feet along the North Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence south $01^{\circ}-39'-16''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 698.53 feet; thence south $23^{\circ}-31'-59''$ west 144.29 feet; thence south $20^{\circ}-55'-18''$ east 186.10 feet; thence south $01^{\circ}-39'-16''$ east 598.42 feet; thence north $87^{\circ}-53'-35''$ east 444.83 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the North Half of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 15, thence westerly 17.00 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-39'-16''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 698.53 feet; thence south $23^{\circ}-31'-59''$ west 144.29 feet; thence south $20^{\circ}-55'-18''$ east 186.10 feet; thence south $01^{\circ}-39'-16''$ east 598.42 feet; thence north $87^{\circ}-53'-35''$ east 444.83 feet to the center of said circle.

Wind Turbine No. B-15-3-1

A strip of land 3 feet wide being a part of the Southwest Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, thence easterly 1323.31 feet along the South Line of said Southwest Quarter to the Point of Beginning; From said Point of Beginning, thence north $01^{\circ}-50'-30''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2140.20 feet; thence south $88^{\circ}-06'-43''$ west 787.09 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 15, thence easterly 1323.31 feet along the South Line of said Southwest Quarter; thence north 01°-50'-30" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2140.20 feet; thence south 88°-06'-43" west 787.09 feet to the center of said circle.

Wind Turbine No. B-15-4-1

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 15, thence easterly 10.00 feet along the South Line of said Southeast Quarter to the Point of Beginning; From said Point of Beginning, thence north 01°-39'-16" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 718.40 feet; thence north 34°-30'-33" east 358.84 feet; thence north 21°-45'-14" east 335.15 feet; thence north 88°-08'-53" east 304.88 feet; thence north 01°-39'-16" west 526.33 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 15, thence easterly 10.00 feet along the South Line of said Southeast Quarter; thence north 01°-39'-16" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 718.40 feet; thence north 34°-30'-33" east 358.84 feet; thence north 21°-45'-14" east 335.15 feet; thence north 88°-08'-53" east 304.88 feet; thence north 01°-39'-16" west 526.33 feet to the center of said circle.

Wind Turbine No. B-15-4-2

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 15, thence westerly 1052.62 feet along the South Line of said Southeast Quarter to the Point of Beginning; From said Point of Beginning, thence north 01°-48'-57" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 529.48 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 15, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 15, thence westerly 1052.62 feet along the South Line of said Southeast Quarter; thence north $01^{\circ}-48'-57''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 529.48 feet to the center of said circle.

Wind Turbine No. B-16-4-1

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 16, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 16, thence westerly 527.11 feet along the South Line of the Northwest Quarter of said Southeast Quarter to the Point of Beginning; From said Point of Beginning, thence north $01^{\circ}-32'-11''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 553.52 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 16, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of said Section 16, thence westerly 527.11 feet along the South Line of the Northwest Quarter of said Southeast Quarter; thence north $01^{\circ}-32'-11''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 553.52 feet to the center of said circle.

Wind Turbine No. B-21-2-1

A strip of land 3 feet wide being a part of the Northeast Quarter of Section 21, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the West Half of the Northeast Quarter of said Section 21, thence easterly 62.45 feet along the North Line of said Northeast Quarter to the Point of Beginning; From said Point of Beginning, thence south $78^{\circ}-51'-44''$ west (Bearings derived

from Global Positioning – Illinois State Plane Coordinates – West Zone) 63.25 feet; thence south $87^{\circ}-57'-34''$ west 778.95 feet; thence south $02^{\circ}-02'-26''$ east 367.22 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northeast Quarter of Section 21, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the West Half of the Northeast Quarter of said Section 21, thence easterly 62.45 feet along the North Line of said Northeast Quarter; thence south $78^{\circ}-51'-44''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 63.25 feet; thence south $87^{\circ}-57'-34''$ west 778.95 feet; thence south $02^{\circ}-02'-26''$ east 367.22 feet to the center of said circle.

Wind Turbine No. B-22-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 22, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence westerly 10.00 feet along the North Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence south $01^{\circ}-32'-06''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2121.56 feet; thence south $87^{\circ}-34'-13''$ west 1558.05 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 22, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 22, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-32'-06''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2121.56 feet; thence south $87^{\circ}-34'-13''$ west 1558.05 feet to the center of said circle.

Wind Turbine No. B-22-1-2

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 22, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 21, thence westerly 10.00 feet along the North Line of said Northwest; thence south 01°-32'-06" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2121.56 feet; thence south 87°-34'-13" west 136.87 feet Quarter to the Point of Beginning; From said Point of Beginning, thence south 02°-25'-47" east 29.97 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 22, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 21, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-32'-06" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2121.56 feet; thence south 87°-34'-13" west 136.87 feet; thence south 02°-25'-47" east 29.97 feet to the center of said circle.

Wind Turbine No. B-23-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet; thence south 88°-02'-34" west 1733.99 feet to the Point of Beginning; From said Point of Beginning, thence north 01°-57'-26" west 510.22 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet; thence south 88°-02'-34" west 1733.99 feet; thence north 01°-57'-26" west 510.22 feet to the center of said circle.

Wind Turbine No. B-23-1-2

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1676.01 feet to the Point of Beginning; From said Point of Beginning, thence south 88°-26'-05" west 553.99 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1676.01 feet; thence south 88°-26'-05" east 553.99 feet to the center of said circle.

Wind Turbine No. B-23-2-2

A strip of land 3 feet wide being a part of the North Half of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 609.20 feet to the Point of Beginning; From said Point of Beginning, thence north 88°-26'-05" east 157.09 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the North Half of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-33'-55''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 609.20 feet; thence north $88^{\circ}-26'-05''$ east 157.09 feet to the center of said circle.

Wind Turbine No. B-23-3-1

A strip of land 3 feet wide being a part of the West Half of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-33'-55''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet to the Point of Beginning; From said Point of Beginning, thence south $88^{\circ}-02'-34''$ west 2057.49 feet; thence south $01^{\circ}-57'-26''$ east 1008.64 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the West Half of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-33'-55''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet; thence south $88^{\circ}-02'-34''$ west 2057.49 feet; thence south $01^{\circ}-57'-26''$ east 1008.64 feet to the center of said circle.

Wind Turbine No. B-23-3-2

A strip of land 3 feet wide being a part of the West Half of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-33'-55''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone)

2655.50 feet; thence south 88°-02'-34" west 503.99 feet to the Point of Beginning; From said Point of Beginning, thence south 01°-57'-26" east 464.38 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the West Half of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet; thence south 88°-02'-34" west 503.99 feet; thence south 01°-57'-26" east 464.38 feet to the center of said circle.

Wind Turbine No. B-23-4-2

A strip of land 3 feet wide being a part of Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet; thence north 88°-02'-34" east 1097.11 feet; thence south 01°-57'-26" east 518.10 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Section 23, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 23, thence westerly 10.00 feet along the North Line of said Northwest Quarter; thence south 01°-33'-55" east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2655.50 feet; thence north 88°-02'-34" east 1097.11 feet; thence south 01°-57'-26" east 518.10 feet to the center of said circle.

Wind Turbine No. B-25-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 25, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 25, thence westerly 11.11 feet along the North Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence south $01^{\circ}-38'-35''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1336.71 feet; thence south $88^{\circ}-35'-58''$ west 492.13 feet; thence south $01^{\circ}-24'-02''$ east 261.77 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 25, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 25, thence westerly 11.11 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-38'-35''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1336.71 feet; thence south $88^{\circ}-35'-58''$ west 492.13 feet; thence south $01^{\circ}-24'-02''$ east 261.77 feet to the center of said circle.

Wind Turbine No. B-25-1-2

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 25, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 25, thence westerly 11.11 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-38'-35''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 544.90 feet to the Point of Beginning; From said Point of Beginning, thence south $88^{\circ}-36'-46''$ west 500.80 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 25, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Northeast Corner of the Northwest Quarter of said Section 25, thence westerly 11.11 feet along the North Line of said Northwest Quarter; thence south $01^{\circ}-38'-35''$

east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 544.90 feet; thence south $88^{\circ}-36'-46''$ west 500.80 feet to the center of said circle.

Wind Turbine No. B-25-3-1

A strip of land 3 feet wide being a part of the Southwest Quarter of Section 25, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 25, thence northerly 709.62 feet along the West Line of said Southwest Quarter to the Point of Beginning; From said Point of Beginning, thence north $88^{\circ}-14'-34''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 807.52 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southwest Quarter of Section 25, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Southwest Quarter of said Section 25, thence northerly 709.62 feet along the West Line of said Southwest Quarter; thence north $88^{\circ}-14'-34''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 807.52 feet to the center of said circle.

Wind Turbine No. B-26-2-1

A strip of land 3 feet wide being a part of the Northeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26, thence northerly 1337.52 feet along the East Line of said Northeast Quarter to the Point of Beginning; From said Point of Beginning, thence south $88^{\circ}-01'-58''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2151.85 feet; thence south $01^{\circ}-41'-39''$ east 737.47 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26, thence northerly 1337.52 feet along the East Line of said Northeast Quarter; thence south 88°-01'-58" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2151.85 feet; thence south 01°-41'-39" east 737.47 feet to the center of said circle.

Wind Turbine No. B-26-2-2

A strip of land 3 feet wide being a part of the Northeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26, thence northerly 1337.52 feet along the East Line of said Northeast Quarter thence south 88°-01'-58" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2111.21 feet to the Point of Beginning; From said Point of Beginning, thence north 01°-35'-04" west 785.87 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Northeast Quarter of said Section 26, thence northerly 1337.52 feet along the East Line of said Northeast Quarter thence south 88°-01'-58" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2111.21 feet; thence north 01°-35'-04" west 785.87 feet to the center of said circle.

Wind Turbine No. B-26-3-1

A strip of land 3 feet wide being a part of the South Half of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 26, thence northerly 575.91 feet along the East Line of said Southeast Quarter to the Point of Beginning; From said Point of Beginning, thence south 88°-26'-09" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2669.45 feet; thence north 01°-41'-39" west 1535.84 feet; thence south 88°-04'-04" west 793.96 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the South Half of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 26, thence northerly 575.91 feet along the East Line of said Southeast Quarter; thence south $88^{\circ}-26'-09''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2669.45 feet; thence north $01^{\circ}-41'-39''$ west 1535.84 feet; thence south $88^{\circ}-04'-04''$ west 793.96 feet to the center of said circle.

Wind Turbine No. B-26-4-2

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 26, thence northerly 575.91 feet along the East Line of said Southeast Quarter; thence south $88^{\circ}-26'-09''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1079.24 feet to the Point of Beginning; From said Point of Beginning, thence south $01^{\circ}-33'-51''$ east 30.00 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 26, thence northerly 575.91 feet along the East Line of said Southeast Quarter; thence south $88^{\circ}-26'-09''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1079.24 feet; thence south $01^{\circ}-33'-51''$ east 30.00 feet to the center of said circle.

Wind Turbine No. B-26-4-4

A strip of land 3 feet wide being a part of the Southeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 26, thence northerly 575.91 feet along the East Line of said Southeast Quarter; thence south $88^{\circ}-26'-09''$ west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West

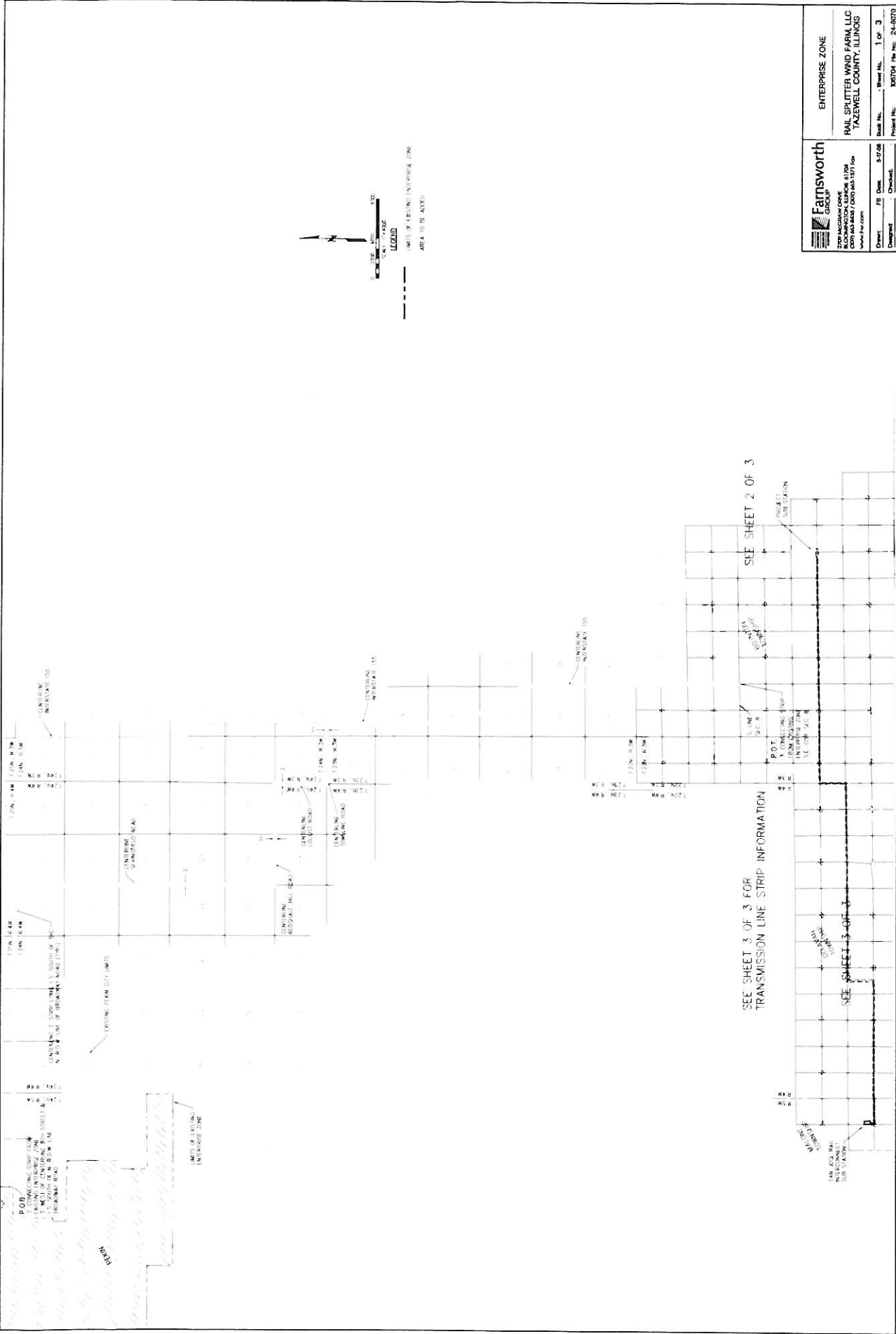
Zone) 2289.04 feet to the Point of Beginning; From said Point of Beginning, thence south 01°-33'-51" east 30.00 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Southeast Quarter of Section 26, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 26, thence northerly 575.91 feet along the East Line of said Southeast Quarter; thence south 88°-26'-09" west (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 2289.04 feet; thence south 01°-33'-51" east 30.00 feet to the center of said circle.

EXHIBIT B
Map of the Amended Territory



Farnsworth
GROUP

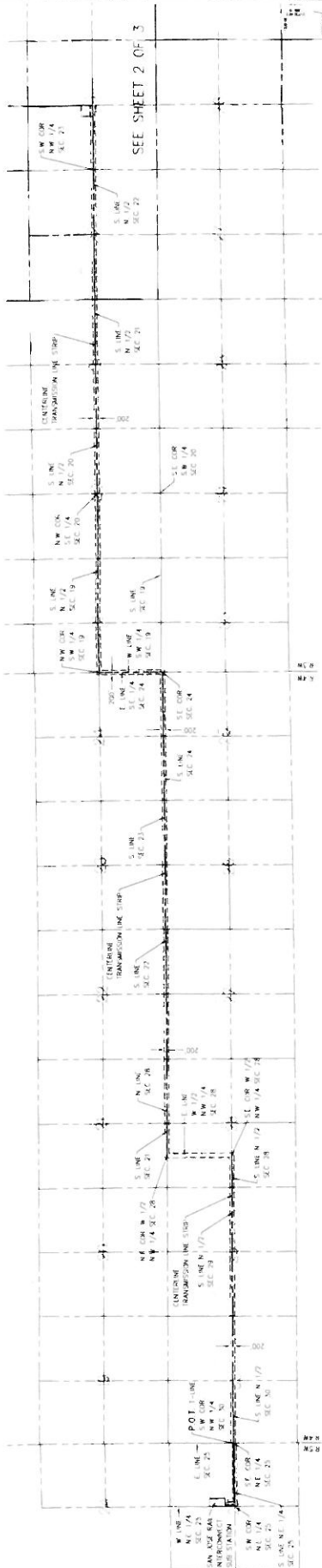
2700 MAGRAW DRIVE
TAYZELL COUNTY, ILLINOIS 62451-1000
www.farnsworthgroup.com

ENTERPRISE ZONE

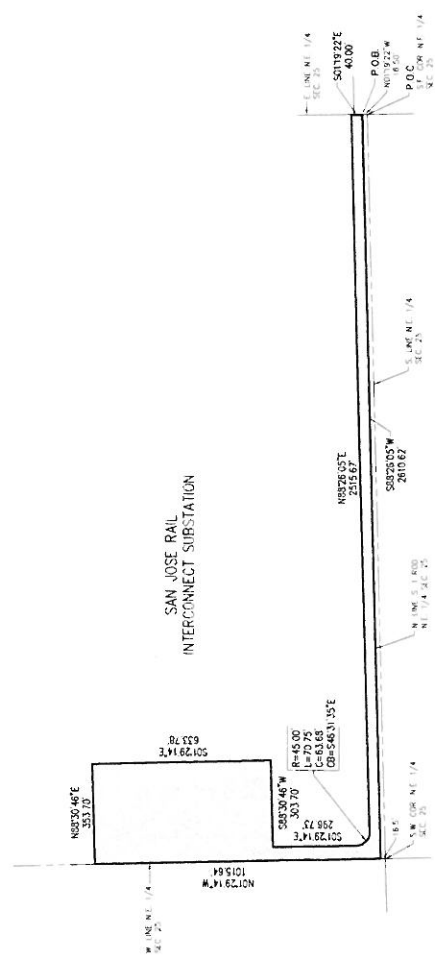
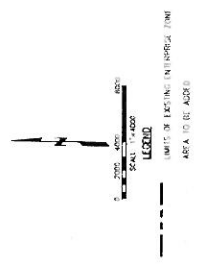
RAIL SPLITTER WIND FARM, LLC
TAYZELL COUNTY, ILLINOIS

Sheet No. 1 of 3
Project No. 24-0070

Date: 3-17-24
Drawn: [Name]
Checked: [Name]



SEE SHEET 2 OF 3



Farnsworth
 2700 MAGNAN DRIVE
 BLOOMINGTON, ILLINOIS 61710
 (312) 398-1100
 www.farnsworth.com

ENTERPRISE ZONE
 RAIL SPLITTER WIND FARM, LLC
 TAZEWELL COUNTY, ILLINOIS

Sheet No. 3 OF 3
 Project No. 24-0070

Drawn: JTB Date: 8-27-08
 Checked: _____

EXHIBIT C
Amendment to Enterprise Zone Intergovernmental Agreement
Between the City of Pekin and Tazewell County

**AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF PEKIN AND TAZEWELL COUNTY**

THIS AMENDMENT TO ENTERPRISE ZONE INTERGOVERNMENTAL AGREEMENT (this "Amendment") is entered into as of this ____ day of ____, 2008 by and between the City of Pekin, Illinois and Tazewell County, Illinois.

WITNESSETH:

WHEREAS, the City of Pekin, Illinois, (the "City") and Tazewell County, Illinois, (the "County") adopted respective ordinances establishing and designating an Enterprise Zone encompassing contiguous portions of the City of Pekin and Tazewell County (such zone, as previously amended, being the "Enterprise Zone") and entered into an Enterprise Zone Intergovernmental Agreement dated December 31, 1985 in relation thereto (such agreement, as previously amended, being the "IGA");

WHEREAS, the City and County have received a request from Rail Splitter Wind Farm LLC and its affiliates (collectively, "Rail Splitter") for an amendment to the Enterprise Zone in order to include the area of their proposed development within the Enterprise Zone; and

WHEREAS, it would be in the best interests of the citizens of the City of Pekin and Tazewell County for the aforementioned property to be included in the Enterprise Zone.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein provided, the City of Pekin and Tazewell County hereby agree as follows:

SECTION ONE: The IGA is hereby amended such that the real property which comprises the Enterprise Zone shall include that certain real property (the "Amended Territory") legally described on Exhibit A attached hereto and made a part hereof (which real property is

also depicted on that certain map attached hereto and made a part hereof as Exhibit B); and that the Amended Territory is hereby designated part of the Enterprise Zone pursuant to and in accordance with the Illinois Enterprise Zone Act. (20 ILCS 655/1 et seq.)

SECTION TWO: The IGA is hereby further amended to reflect the City of Pekin Ordinance No. ____ attached hereto and made a part hereof as Exhibit C and the Tazewell County Ordinance No. ____ attached hereto and made a part hereof as Exhibit D (collectively, the "Ordinances"). In confirmation and furtherance thereof, in the event of any conflict or inconsistency between the terms and provisions of the Ordinances and the IGA (without giving effect to this Amendment), the terms and provisions of the Ordinances shall govern and control and the conflicting and inconsistent terms and provisions of the IGA (without giving effect to this Amendment) shall no longer have any force or effect.

SECTION THREE: Except as otherwise amended or provided in this Amendment, the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, on behalf of the City and County, the Mayor of the City of Pekin and the County Board Chairman of Tazewell County respectively, approve, accept and execute this Amendment this _____ day of April, 2008.

CITY OF PEKIN

Mayor
City of Pekin

TAZEWELL COUNTY

Chairman
Tazewell County Board

EXHIBIT A
Legal Description of the Amended Territory

EXHIBIT B
Map of the Amended Territory

EXHIBIT C
Pekin Ordinance

EXHIBIT D
Tazewell Ordinance

Wind Turbine No. B-08-1-1

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 8, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 8, thence northerly 672.07 feet along the West Line of said Northwest Quarter to the Point of Beginning; From said Point of Beginning, thence north $87^{\circ}-37'-02''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1907.78 feet; thence south $02^{\circ}-22'-58''$ east 133.87 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 8, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 8, thence northerly 672.07 feet along the West Line of said Northwest Quarter; thence north $87^{\circ}-37'-02''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 1907.78 feet; thence south $02^{\circ}-22'-58''$ east 133.87 feet to the center of said circle.

Wind Turbine No. B-08-1-2

A strip of land 3 feet wide being a part of the Northwest Quarter of Section 8, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, and lying 1.5 feet on each side of the following described Centerline:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 8, thence northerly 672.07 feet along the West Line of said Northwest Quarter; thence north $87^{\circ}-37'-02''$ east (Bearings derived from Global Positioning – Illinois State Plane Coordinates – West Zone) 787.11 feet to the Point of Beginning; From said Point of Beginning, thence north $02^{\circ}-22'-58''$ west 186.00 feet to the Point of Terminus.

ALSO:

All that part of a circle lying in the Northwest Quarter of Section 8, Township 22 North, Range 3 West of the Third Principal Meridian, Tazewell County, Illinois, said circle having a radius of 250.00 feet and a circumference of 1570.80 feet with the center of said circle being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of said Section 8, thence northerly 672.07 feet along the West Line of said Northwest Quarter; thence north $87^{\circ}-37'-02''$