



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF MONDAY, MARCH 22, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty Dunn

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 Monday, March 8, 2010 and the Special Meeting of March 8, 2010.*

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. Speakers will be limited to 3 minutes.

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Liquor Commission Draft Minutes Rescheduled Meeting March 10, 2010 and Police Department February Report.
- 2. Proclamation:** "AMBUCS Charity Auction" Friday May 7, 2010
"Parkinson's is the pits month" April 2010
"National Fair Housing Month" April 2010
- 3. Charitable Solicitation:** American Youth Basketball Tournament April 23-24
- 4. Receive and File PPUATS Long Range (2010-2035) Plan.**
- 5. Resolution No. 40-09/10** – For Governor to Reconsider Reduction in Local Government Distribution Fund
- 6. Receive and File** the Pekin Planning Commission Minutes dated March 10, 2010.

7. Receive and File Pekin Planning Commission Hearings and Recommendations:

- a. Hearing #09-1795 – recommends approval the site plan for a Funeral Home for property located at the corner of Parkway and Velde Drive.
- b. Hearing #09-1796 – recommends the zoning for property for a Funeral Home located at the corner of Parkway and Velde Drive.
- c. Hearing #09-1797 – recommends approval of the special use request for a Funeral Home for property located at the corner of Parkway and Velde Drive.

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. **Public Hearing** – Conduit Financing
2. **Public Hearing** – Annexation Rt. 98
3. **Public Hearing** – Budget for Fiscal Year 2011

IX. NEW BUSINESS

1. **Resolution No. 38-09/10 – Adopting the Fiscal Year May 1, 2010 through April 30, 2011 Budget for the City of Pekin** (DK)

DESCRIPTION: approves expenses and revenues. As proposed the General Reserves could be utilized in an estimated \$527,083.

ACTION: Motion to adopt the Resolution.

VOTE REQUIRED

2. **Ordinance No. 2611-09/10 – Amending Fee that City Charges for Conduit Bond Financing** (DK)

DESCRIPTION: amends 1973 rate of 0.3% fee charged for assisting private entities in the issuance of revenue bonds. The City would receive a 0.2% fee for projects within the City limits.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

3. **Ordinance No. 2612-09/10 – Authorizing Conduit Financing for Pekin Memorial Hospital** (DK)

DESCRIPTION: a plan of finance to issue one or more series of City revenue bonds in an aggregated principal amount not to exceed \$25,000,000 to be loaned to Pekin Memorial Hospital to refund outstanding portions of bonds.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

4. **Ordinance No. 2613-09/10 – Amending City of Pekin / Central Illinois Sports Alliance Loan Agreement** (DK)

DESCRIPTION: amends the repayment schedule for the Alliance acquisition of the Dome.

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED

5. **Site Plan** (JW)
DESCRIPTION: recommendation of the Pekin Planning Commission to approve the site plan for Noel-Henderson Funeral Home on the property located at the corner of Parkway and Velde Drive.

ACTION: Motion to approve the site plan.

VOTE REQUIRED
6. **Special Use** (JW)
DESCRIPTION: recommendation of the Pekin Planning Commission to approve the special use for Noel-Henderson Funeral Home on the property at the corner of Parkway and Velde Drive.

ACTION: Motion to approve the special use.

VOTE REQUIRED
7. **Ordinance No. 1568-A179-09/10 – Providing for the Rezoning of Certain Property** (JW)
DESCRIPTION: Rezone property at Parkway and Velde from AG to R-2

ACTION: Motion to adopt the Ordinance.

VOTE REQUIRED
8. **Engineering Agreement with Hanson Professional Services** (JW)
DESCRIPTION: Approve the agreement with Hanson for the Preliminary Design of Petri and El Camino Extensions in the amount of \$258,076.59 from MFT funds.

ACTION: Motion to approve the Agreement.

VOTE REQUIRED
9. **Resolution No. 39-09/10 – Military Service Time IMRF Credit Form 63A** (PP)
DESCRIPTION: to allow Service Credit for interrupted IMRF participation for and employee.

ACTION: Motion to adopt the Resolution.

VOTE REQUIRED
10. **Code of Conduct** (BD)
DESCRIPTION: recommendation that outlines conduct for elected officials.

ACTION: Motion to approve the Code.

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.) (11.) Litigation and 5 ILCS 120/2 (c.) (2.) Negotiations

ACTION: Motion to move to Executive Session

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 8, 2010 AT 5:30 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, BARRA, SCHMIDGALL, STRAND AND DUNN

ABSENT: COUNCIL MEMBERS KORTKAMP AND BLANCHARD

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

Roll was called and all Council Members were present except Council Members Kortkamp and Blanchard. A quorum was present.

AGENDA

Motion by Council Member Barra, seconded by Council Member Strand, that the agenda be presented. On roll call vote, all present voted Aye.

MINUTES

Motion by Council Member Schmidgall, seconded by Council Member Abel, that the minutes of the Regular City Council Meeting of February 22, 2010 be approved as written. On roll call vote, all present voted Aye.

PUBLIC INPUT ON AGENDA ITEMS

Steve Moore, 2010 Westgate, questioned if the purchase of a new backhoe/loader was necessary regarding new business item 3.

CONSENT AGENDA

Motion by Council Member Schmidgall, seconded by Council Member Strand, that the Consent Agenda be approved as presented. Mayor Dunn presented the following for consideration of the Consent Agenda items by Omnibus Vote. He noted that the School District 108 program for elementary students to write their own books was dear to his heart. He was proud to pay special recognition to young writers and proclaim the Young Authors Week in the City.

1. **Receive and File Monthly Reports and Minutes:** Building and Inspections Department February Reports, Fire Department February Report, and Tazewell County Animal Control February Report.
2. **Proclamation:** "Young Authors Week" Week of March 22nd, 2010
3. **Resolution No. 36-09/10** - Publication of Zoning Map.
4. **Resolution No. 37-09/10** – Mayor's Appointment of James Kolzow to the Mayor's Advisory Committee with Persons with Disabilities to fill the unexpired term of Dick Berger until the first Monday in May, 2011.

On roll call vote, all present voted Ayes.

COMMUNICATIONS PRESENTATION

Public Hearing was opened by Mayor Dunn at 5:35 p.m. Pam Anderson, Community Development Director presented information on Community Development Block Grant (CDBG) dollars received from the department of Housing and Urban Development on an annual basis and the requirement for completion of the 2010-2014 Consolidated Action Plan and 2010 Action Plan. The plan states the needs, priorities and plans for the upcoming 5 fiscal years 2010-2014 and the Action Plan on the upcoming Yearly Action Plan. She reported the funds would be used to provide decent housing, suitable living environments, and expand economic opportunities principally for low-moderate income persons.

A breakdown of the project objectives such as home rehabilitation, seal coating, code enforcement, funding agencies through United Way. The public was given the opportunity to comment on the objectives and past performance of the Plan. The Hearing was closed at 5:39 p.m.

NEW BUSINESS

Motion by Council Member Strand, seconded by Council Member Abel, that the **2010-2014 CONSOLIDATED ACTION PLAN, be approved.** Council Members directed questions to the Community Development Director such as the determination of United Way in appropriated funds, the allocated dollars to seal coating of low to moderate income populated streets, and the 100% percentage of total budgeted funds. On roll call vote, all present voted Aye.

Motion by Council Member Strand, seconded by Council Member Barra, that the **2010 ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT, be approved.** On roll call vote, all present voted Aye.

Motion by Council Member Abel, seconded by Council Member Barra, that the **PURCHASE AGREEMENT WITH ALTORFER, INC. FOR BACKHOE/LOADER MACHINES in the amount of \$115,615.00, be approved.** Public Works Director Joe Wuellner informed the Council that for years the Street Department rented a piece of equipment at low rates but the process had changed with rental rate an additional \$800. He recommended an offer from Altofer Cat to purchase a new backhoe at ½ the list price and retain the current machine valued at \$70,000, for \$27,820 to be used at the waste water treatment plant. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Dunn advised Council Members that the FY 2010 Budget and the Code of Conduct for Council Members would be presented at the March 22nd meeting for adoption and encouraged review and input in advance of the meeting.

Council Member Stand promoted the Children's Advocacy Center's Trivia Fundraiser night on April 16 and challenged the audience to form teams.

Council Member Abel urged the public to complete the Census that would be in residents mail next week. He noted proper count was important to the City's funding.

Fire Chief Kurt Nelson encouraged all to purchase tickets for the Firefighters Ball on March 27, 2010.

Resident Steve Moore appreciated the cooperation that he heard exist between the departments in sharing equipment.

No further business to come before the Council Mayor Dunn called the meeting closed.

COUNCIL ADJOURNED AT 5:55 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF THE SPECIAL 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 8, 2010 AT 5:00 O'CLOCK P.M.
RUSTY L. DUNN, MAYOR PRESIDING**

PRESENT: COUNCIL MEMBERS, ABEL, BARRA, SCHMIDGALL, STRAND AND DUNN

ABSENT: COUNCIL MEMBERS KORTKAMP AND BLANCHARD

A notice was posted on Wednesday, March 3, 2010 of a Special Council meeting under the provisions of the Open Meetings Act. The purpose of the meeting was for the Council to deliberate the purchase of property for the use of the public body and negotiations.

Mayor Dunn opened the meeting at 5:03 p.m. and asked the Clerk to call the roll.

Roll was called and all Council Members were present except Council Members Kortkamp and Blanchard. A quorum was present.

Motion by Council Member Barra, seconded by Council Member Schmidgall that Council move to Executive Session to discuss 5 ILCS 120/2 (c.) 2. Collective negotiations matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and 5 ILCS 120/2/ (c.) 5. The purchase or lease of real property for the use of the public body. On roll call vote all present voted Aye.

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

COUNCIL ADJOURNED AT 5:25 P.M.

Sue E. McMillan
City Clerk

CITY OF PEKIN

POLICE DEPARTMENT

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR FEBRUARY 2010

	JANUARY 2009	JANUARY 2010	FEBRUARY 2010
TRAFFIC TICKETS	373	403	388
WARNING TICKETS	265	308	255
OFFENSES	407	389	394
ARRESTS	206	239	132
PARKING TICKETS	263	378	322
STOPS	624	679	662

CITY ORDINANCE TICKETS FOR FEBRUARY 2010

NUMBER OF TICKETS WRITTEN 55
NUMBER OF TICKETS PAID OVER THE COUNTER 21
FINES COLLECTED OVER THE COUNTER \$4800

IMPOUNDED VEHICLES FOR FEBRUARY 2010

TOTAL VEHICLES IMPOUNDED: 32
AMOUNT OF FINES COLLECTED: \$14000

OFFENSES

DRUG RELATED	2
DUI	10
DWLS/R	18
UOW	0

MULTIPLE OFFENSES

DRUGS/DUI	1
DRUGS/DWLS-R	1
DRUGS/UOW	0
DUI/DWLS	0
TOTAL	32

City of Pekin

LIQUOR COMMISSION MINUTES WEDNESDAY, MARCH 10, 2010 4:30 P.M. WEST CONFERENCE ROOM

Deputy Liquor Commissioner Rick VonRohr called the meeting to order at 4:30p.m.

PLEDGE of ALLEGIANCE

Led by Rusty Dunn

ROLL CALL

The following members were present for roll call: Deputy Liquor Commissioner Rick VonRohr, Fire Chief Kurt Nelson, Police Chief Ted Miller, Holly Brown, Dale Vonderheide and Liquor Commissioner Rusty Dunn
Also present: Corporation Counsel Sue Bosich

APPROVAL OF AGENDA

Brown made a motion to approve the Agenda, seconded Nelson. Motion passed.

APPROVAL OF MINUTES

Dunn made a motion to approve the January 28, 2010 Liquor Commission Minutes, seconded by Miller. Motion passed.

PUBLIC INPUT/COMMENTS/QUESTIONS

Nothing at this time

NEW BUSINESS

New Application: Roadhouse Bar & Grill – Crystal J. Rife and Randy Struben – 930 South 2nd Street
Discussion: Miller and VonRohr had gone to site and talked with owner. Struben has talked with Ron Sieh, Inspections Dept. and submitted site plan. Struben will not have a “Beer Garden” that was submitted on his site plan. Will have an overhang with picnic table so patrons can go out to smoke, but no alcohol will be allowed outside. Sieh submitted a Site Plan Check list with his recommendations before the meeting to Commission. Will need a check list from Police and Fire on what would need to be done to this business before issuing a liquor license.

They will also be serving breakfast. Will have to blacktop the parking lot – and will get an extension on that since the weather is not blacktop ready. They expect a May 1st, 2010 opening date. VonRohr tabled the issue until our next meeting on March 25th, 2010.

New application – AGR Group, dba The Clubs at Sunset Hills – Gerald Anderson & Dianne Gresham – 1620 Summit Street.

Discussion: This would be a Class A - \$1200 and a Class C - \$800 Liquor License. Will sell beer and wine only on the golf course and the halfway house. Ms. Gresham will return her proposed plan with selling hours and how many beverages that will be sold on the Golf Course. Ms. Gresham stated this is a Family Club and they would like to get this Club back the way it used to be for families years ago. Questions arose on the outside patio area and selling of alcohol out there. Not necessarily a “Beer Garden”. Did not plan on putting up a fence if did not have too. Did not want to block the view. Ms. Gresham stated the outside patio was a pretty good distance to the golf course and did not anticipate golfers would walk off the patio area. That patio area is not connected to the restaurant.

Some Commission members had a problem with the open outside patio area not being a Beer Garden; want to be consistent with other Beer Gardens. There is also a control issue if alcohol was served out there and not being in the confined “Beer Garden” area. The Club House would have a Class A license and Golf Course a Class C, what would stop the patron’s from taking “hard liquor” out on the golf course? Ms. Gresham stated putting up a wrought iron fence would not be their choice, but would if had too. She stated years ago this was

allowed for special events, etc. A few options were proposed by the Commission – charging less for the Class C liquor license and Beer Garden permit in order for the savings to put up a fence or Ms. Gresham could use a “One Day Liquor License” for her Special Events. Ms. Gresham decided for now, their first year to use the One Day Liquor License and will revisit the issue next year.

Nelson made a motion to approve the Liquor License for AGR Group, dba The Clubs at Sunset Hills contingent upon Keplen Gresham’s background check comes back clean and Ms. Gresham turns in her hours of operation and how many alcoholic beverages would be sold on the Golf Course. 2nd by Brown, Motion passed.

Any Other Business

Rick VonRohr – Littering at Downtown Liquor Establishments. Receives several complaints regarding the cigarette butts, plastic drinking glasses, and beer bottles in alley ways behind establishments and sometimes left out front. Is there anything the City can do to ticket businesses, have Zoning and Inspections ticket them, bring them in front of the Liquor Commission to fine them, change our Liquor Code stating Liquor Licensed Establishments must keep their storefronts clean? VonRohr stated he visited downtown establishments and informed them they need to keep their storefront and back of building clean.

Discussion: Can we offer incentives? City Pride to get them to clean up nightly? Liquor Commission could hold a meeting for all of downtown businesses and have Pekin Main street’s Leigh Ann Matthews attend and stress the need to keep out downtown nice.

Sue McMillan handed out a new one page Liquor License Renewal Application that would like to be used this renewal period and asked for comments. There are a few minor changes and it will be ready to be used this liquor license renewal year. McMillan also stressed about the liquor licensee having their up to date liquor liability insurance in our office when it expires. The Clerk’s Office has to send out letters or have Officer VonRohr make a call to them in order for us to have the updated liquor liability insurance for our files. VonRohr stated he doesn’t mind going out and letting them know they have to have their updated insurance in our offices or their liquor license will be pulled.

.
Dunn made a motion to adjourn, seconded by Nelson.

Meeting adjourned at 6:00pm. Next Meeting: Thursday, March 25th at 4:00pm
Respectfully submitted Paula Gensel

WHEREAS, in recognition of many years of unselfish human services by the many Pekin AMBUCS; and

WHEREAS, AMBUCS have helped the Boys and Girls Club of Pekin, YWCA, and other local charities in the past and will continue that support in the future; and

WHEREAS, AMBUCS have helped the handicapped children through Illinois River Valley Special Recreational Association; and

WHEREAS, AMBUCS through Living Endowment, Inc. have been able to help thousands of students complete their education in a field of therapy by their national sponsorship of "Scholarships for Therapists"; and

WHEREAS, the partnership of the community and members of the AMBUCS Chapter of Pekin are working together living up to the principles of "Americanism, Brotherhood and Character" in their unselfish gifts of service to others;

NOW, THEREFORE, BE IT RESOLVED that I, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, in recognition of this, do hereby proclaim May 7th, 2010, as

"AMBUCS CHARITY AUCTION"

in the City of Pekin, Tazewell County, Illinois, to commemorate the activities of the Pekin Chapter of AMBUCS and urge all our citizens to support the Annual Charity Auction on Friday, May 7, 2010.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

WHEREAS, Parkinson's disease produces physical, emotional, and financial stress for patients, families and caregivers, and there are approximately 6 million Parkinson's Disease patients in the United States; and

WHEREAS, Central Illinois, provides some services, support groups, research, activities, and referrals for needed services; and

WHEREAS, April is **National** Parkinson's Awareness month for families and caregivers; and

WHEARAS, Pekin's 3rd annual Don Bohlander, Race for Parkinson's research team will hold several events in Pekin and Peoria to raise funds for Parkinson's research, all of which stay in Central Illinois.

NOW, THEREFORE, BE IT RESOLVED that I, RUSTY L. DUNN, Mayor of the City of Pekin, Tazewell County, Illinois, do hereby proclaim the month of April, 2010 and every April to come as:

Parkinson's is the pits month

in the City of Pekin, Tazewell County, Illinois.

ADOPTED, this 22nd Day of March, in the Year of Our Lord, Two Thousand and Ten.

RUSTY L. DUNN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

Resolution Supporting National Fair Housing Month

A PROCLAMATION

TITLE: A Resolution Proclaiming April as Fair Housing Month in the City of Pekin.

WHEREAS, the City of Pekin finds that decent, safe, and affordable housing is part of the American dream and a goal of all Illinois residents; and

WHEREAS, individuals in the State of Illinois have the right to choose where to live without discrimination based on race, color, religion, age, gender, familial status, marital status, national origin, sexual orientation, and/or disability; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

WHEREAS, federal and state laws affirm the right of every person to equal housing opportunity; and

WHEREAS, fair housing is a positive community good; and

WHEREAS, economic stability, community health, and human relations in all communities and the State of Illinois are improved by diversity and integration; and

WHEREAS, stable, integrated, and balanced residential patterns are threatened by discriminatory acts and unlawful housing practices that result in segregation of residents and opportunities in our region; and

WHEREAS, the talents of grassroots and non-profit organizations, housing service providers, financial institutions, elected officials, state agencies, and others must be combined to promote and preserve integration, fair housing, and equal opportunity.

WHEREAS, on July 26, 1990, the Americans with Disabilities Act (ADA) was signed into law to ensure the civil rights of people with disabilities and established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers, changing perceptions, and increasing full participation in community life; we celebrate and recognize the progress that has been made under the ADA by reaffirming the principles of equality and inclusion and recommitting our efforts to reach full ADA Compliance.

NOW, THEREFORE, I _____ Rusty Dunn, Mayor of Pekin, Illinois do hereby proclaim the month of April 2010 as:

"National Fair Housing Month"

in Pekin to establish Pekin as an open and inclusive community committed to fair housing and to and reaffirm our commitment to work toward full inclusion of all people and promote appropriate activities by private and public entities intended to provide or advocate for integration and equal housing opportunities for all residents and prospective residents of the City of Pekin.

DATED this 22nd day of March, 2010.

Rusty Dunn

(clerk)

3/13/10

City of Pekin,

We respectfully request permission to solicit donations for the Pekin American Youth Basketball Tournament – 4th grade boys, the weekend of April 23rd and 24th. Our group has received approval from Wal-Mart for Saturday April 24th and that will anchor our efforts for the weekend. Other potential locations could be Thornton's, Kroger and Schnuck's.

Our team consists of boys from Pekin that play in the winter programs for the Pekin Union Mission traveling team or the Boys and Girls Club traveling team. We pursue the summer tournaments to bring these teams together as one team representing Pekin in 3-4 events.

Regards,

Coaches:

Gary J. Larimore 241-8800

Robert Hurst 840-3814

Rob Rademaker

104 Clearview Dr.
Pekin, IL 61554

Peoria/Pekin Urbanized Area Transportation Study 2010-2035 Long Range Transportation Plan

Produced by: Tri-County Regional Planning Commission



Table of Contents

Abstract.....	5
Annual MPO Certification	6
PPUATS COMMITTEE MEMBERS.....	7
BACKGROUND	8
Theme: Public Infrastructure	19
Planning Principle: Increase the safety of the transportation system for motorized and nonmotorized users.....	19
Planning Principle: Increase the security of the transportation system for motorized and nonmotorized traffic.....	34
Planning Principle: Emphasize the preservation of the existing transportation system.....	35
Theme: Balanced Growth	62
Planning Principle: Promote efficient system management and operation.	63
Planning Principle: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.....	70
Planning Principle: Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.....	81
Theme: Economic Development.....	100
Planning Principle: Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency.	100
Planning Principle: Increase the accessibility and mobility of people and for freight.	100
Theme: Green Infrastructure.....	123
Planning Principle: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.....	123
Green Highways	142
Travel Demand Model (TDM)	154
FUNDING ANALYSIS.....	166
Transportation Projects	175

Comparison of Regional Goals and Projects	194
Transportation Symposium Comments	221

List of Tables

Table 1: Jurisdictions within Metropolitan Planning Area.....	12
Table 2: 2008 Crash Data.	26
Table 3: Approximate Miles of Trails in Central Illinois Urban Areas.	29
Table 4: Selected Average Daily Traffic Counts in Peoria-Pekin Urbanized Area.....	64
Table 5: Highways with Projected Subpar Level of Service in 2020.	67
Table 6: Time Leaving Home to Go To Work in Peoria-Pekin MSA.	68
Table 7: Travel Times to Work in Peoria-Pekin MSA.	69
Table 8: Estimated Population Change in Tri-County Region from 2000 to 2007.....	79
Table 9: Population of Local Counties and Municipalities.....	103
Table 10: Top Employers of the Region.	107
Table 11: Companies with National Headquarters in the Region.	108
Table 12: Peoria Urbanized Area Median Real Estate Tax Rate.	111
Table 13: Cost of Living Analysis.	112
Table 14: Regional Employment.	114
Table 15: US EPA Air Quality Index.	134
Table 16: EPA-Calculated Ozone Levels for PPUATS Area.	135
Table 17: Allocated Federal Funding with the Exception of STPU and Transit.	167
Table 18: Estimated Federal Funds With Exception of STPU and Transit.	168
Table 19: Earmarks in SAFETEA-LU.	168
Table 20: Estimated IDOT Earmarks FY2010-FY2035.	169
Table 21: Comparison of IDOT Request to Estimated Available Federal Funds.....	169
Table 22: Allocated STPU Funding.	170
Table 23: Estimated STPU Federal Dollars-Local Funding FY2015-FY2035.	171
Table 24: Estimated Available Funds.	171
Table 25: Funds Requested vs. Available.....	172
Table 26: Allocated Transit Funding.	173

Table 27: State Match.	173
Table 28: State Funds Available for Match.	174
Table 29: Local Match Required.	174
Table 30: State Projects.	175
Table 31: Local Projects.	177
Table 32: Enhancement Projects.	185
Table 33: Greater Peoria Mass Transit District Capital Projects.	185
Table 34: Financial Forecast – Transit.	190
Table 35: Intelligent Transportation Systems (ITS) Projects.	192
Table 36: Brownfield Projects.	193
Table 37: Symposium Voting Results.	209

List of Maps

Map 1: Boundaries of the Adjusted Urbanized Area and the Metropolitan Planning Area.	13
Map 2: Pavement Conditions of State-Owned Roads.	21
Map 3: Non-Motorized Infrastructure in Peoria-Pekin Urbanized Area.	30
Map 4: Fixed-Route Bus Routes in Peoria-Pekin Urbanized Area.	40
Map 5: Counties in HSTP Region 5.	49
Map 6: Volume-Capacity Ratio of Area Roadways.	66
Map 7: Area of Projected Growth Between Peoria and Dunlap.	75
Map 8: Area of Projected Growth in Northern Tazewell County.	76
Map 9: Area of Projected Growth in Western Woodford County.	77
Map 10: Percent Minority by Census Tract.	104
Map 11: Percent Below Poverty Line by Census Tract.	106
Map 12: Environmental Corridors.	127
Map 13: Impaired Streams.	129
Map 14: Watersheds.	131
Map 15: Flood Zones.	133
Map 16: Existing Conditions.	158
Map 17: Five Year Projects.	160

Map 18: Ten Year Projects.	163
Map 19: Twenty-Five Year Projects.	165

List of Charts

Chart 1: Bridges in Peoria County.	22
Chart 2: Bridges in Tazewell County.	23
Chart 3: Bridges in Woodford County.....	24
Chart 4: Total Crashes in the Tri-County Region.....	26
Chart 5: Fatalities in the Tri-County Region.....	27
Chart 6: Vehicle Miles Traveled.	37
Chart 7: CityLink Ridership History.	39
Chart 8: Population Change in Tri-County Region.	78
Chart 9: Projected Population Change in Tri-County Region.	79
Chart 10: Means of Transportation to/from Work.....	109
Chart 11: Travel Time to Work.....	109
Chart 12: Time Leaving for Work (a.m.).....	110
Chart 13: Median Household Income.	111
Chart 14: Educational Attainment.	113

ABSTRACT

Fiscal Years 2010-2035

Adopted:

The Long-Range Transportation Plan (LRTP) is prepared for the Peoria/Pekin Urbanized Area Transportation Study (PPUATS) every five years by the Tri-County Regional Planning Commission. The LRTP represents the programming of transportation improvements for the Peoria/Pekin Metropolitan Planning Area for the years 2010 to 2035.

The preparation of this report has been financed by the US Department of Transportation and the Illinois Department of Transportation.

Prepared By

Tri-County Regional Planning Commission
One Technology Plaza
211 Fulton, Suite 207
Peoria, Illinois 61602
309.673.9330

ANNUAL MPO CERTIFICATION

In accordance with 23 CFR 450.334, the Illinois Department of Transportation and the Tri-County Regional Planning Commission (Metropolitan Planning Organization for the Peoria-Pekin Urbanized Area) hereby certify the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

- 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR 450 Subpart C;
- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21; Executive Order 13166(Limited English Proficiency) and Executive Order 12898(Environmental Justice);
- 49 U.S.C. 5332, Section 324 of title 23 U.S.C. and the Older Americans Act(as amended 42 U.S.C. 6101) prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
- Section 1101(b) of the SAFETEA–LU (Pub. L. 109–59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
- 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
- The provision of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and 49 CFR parts 27, 37 and 38, and Section 504 of the Rehabilitation Act of 1973(29 U.S.C. 794) regarding discrimination against individuals with disabilities.

MPO signature

Thomas O’Neill

Policy Committee chair

Date

IDOT SIGNATURE

Keith Sherman

Metropolitan Planning Organization Manager, IDOT

Date

PPUATS COMMITTEE MEMBERS

PPUATS Policy Committee

Peoria County (3) - Phil Salzer, Brad Harding, **Thomas O'Neill**

Tazewell County (2) – Greg Sinn (Larry Koch), Mel Stanford

Woodford County – Pete Lambie

City of Peoria (2) – Jim Ardis, David Barber

City of Pekin – Rusty Dunn, (Dennis Kief)

City of East Peoria - Dave Mingus, (Ty Livingston)

City of Washington - Gary Manier, (Robert Morris)

Village of Bartonville – Rhonda Wolfe, (Lori Stenzel)

Village of West Peoria – James Dillon, (John Carlson)

Village of Morton – Norm Durflinger, (Ginger Herman)

Village of Peoria Heights – Mark Allen, (Matt Fick)

Village of Creve Coeur – Wayne Baker, (Eugene Talbot)

City Link- Sharon McBride, (Tom Lucek)

IDOT- District 4- Eric Therkildsen (Maureen Addis)

PPUATS Technical Committee

Peoria County (3) – Thomas McFarland, Amy Benecke-McLaren, Jeff Gilles

Tazewell County (2) – John Anderson, Dan Parr

Woodford County – Dennis Bachman

City of Peoria (2) – Jeff Smith, Nick Stoffer

City of Pekin – **Joe Wuellner**, (Michael Guerra)

City of East Peoria – Ric Semonski, (Patrick Meyer)

City of Washington – Ken Newman, (Jon Oliphant)

Village of Bartonville – Patrick Meyer

Village of West Peoria – Henry Strube Jr., (Alicia Hermann)

Village of Morton – Robert Wraight

Village of Peoria Heights – Jeff Hermann

Village of Creve Coeur – Frank Thatcher, (Alicia Hermann)

City Link - John Stokowski, (Joe Alexander)

IDOT- District 4- Maureen Addis (Eric Therkildsen)

Tri-County Regional Planning Commission - Terry Kohlbus

Non-Voting Members:

Metropolitan Airport Authority of Peoria – Gene Olson

Heart of Illinois Regional Port District – Steve Jaeger, (Maureen McNamara)

Bold – Chair

() Alternate

BACKGROUND

Purpose of the LRTP

The Long Range Transportation Plan (LRTP) is a document that details how the tri-county area transportation system should evolve. By federal law, the LRTP considers a time span of 20-25 years and can include only those projects or improvements for which there is sufficient funding based on reasonable forecasts.

The Federal Highway Administration (FHWA) and the Federal Transit Authority (FTA) serve as the oversight authority; ensuring compliance with Title 23 of the Code of Federal Regulations, Subsection 23 CFR 450.332(c). Federal law requires that the LRTP be updated every five years in order for communities in urbanized areas to receive federal and state funding for transportation projects. According to United States Code (USC) Title 23 Section 134, the LRTP must at minimum contain the following:

- An identification of transportation facilities (including but not necessarily limited to major roadways, transit, and multimodal and intermodal facilities that should function as an integrated metropolitan transportation system), giving emphasis to those facilities that serve important national and regional transportation functions.
- An identification of transportation facilities that make the most efficient use of existing transportation facilities to relieve vehicular congestion and maximize the mobility of people and goods.
- A financial plan that demonstrates how the adopted long-range transportation plan can be implemented, indicates resources from public and private sources that are reasonably expected to be made available to carry out the plan, and recommends any additional financing strategies for needed projects and programs.
- An assessment of capital investment and other measures necessary to ensure the preservation of the existing metropolitan transportation system, including requirements for operational improvements, resurfacing, restoration, and rehabilitation of existing and future major roadways, as well as operations, maintenance, modernization, and rehabilitation of existing and future transit facilities.

The first comprehensive LRTP was developed and adopted in the late 1960s. Although the plan has been updated several times over the last four decades, the basic foundations of the LRTP remain valid and accepted today. By law, the LRTP must be comprehensively updated, adopted, and republished every five years. Regardless of what Federal law requires, sound planning practice dictates that any major plan, such as the LRTP, should be reviewed and updated within a similar timeframe.

The FY 2010-2035 LRTP is a result of the comprehensive, coordinated, and continuing (3-C) urban transportation planning process within the Peoria/Pekin Metropolitan Planning Area. All improvements listed in the LRTP are funded with federal, state, and local funds. Local funds include funding from municipalities, counties, and/or public transportation providers.

A companion document to the Long Range Transportation Plan is the Transportation Improvement Program (TIP). The TIP proposes expenditures using federal dollars for transportation improvements scheduled for the next four years. The listing includes all transportation projects proposed within the urbanized area. The listing establishes priorities and is financially constrained (i.e., a project can only be included if there is a reasonable expectation of sufficient funding for its completion). The TIP is updated annually.

The Eight Planning Factors

The Long Range Transportation Plan must include the following eight planning factors:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and nonmotorized users.
4. Increase the accessibility and mobility options available to people and for freight.
5. Protect and enhance the environment, promote energy conservation, and improve quality of life.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.

Metropolitan Planning Organization

A Metropolitan Planning Organization (MPO) is a regional transportation decision-making body, which the federal government requires for metropolitan areas of 50,000 people or more. MPOs are responsible for determining how federal transportation funds are to be used. Every transportation improvement receiving federal funds must be approved by the MPO.

The federal law that guides the activities of the MPO is the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and its predecessors the Transportation Equity Act for the 21st Century (TEA-21) and the Intermodal Surface Transportation and Efficiency Act (ISTEA).

The MPO is responsible for the following aspects of the transportation planning process:

- To design and set goals and objectives of the planning process and the long range transportation plan;
- To give advice regarding development in the study area;
- To review and advise on proposed changes in transportation planning concepts;
- To serve as a liaison between governmental units in the study area;
- To obtain optimum cooperation of all governmental units in providing information and in implementing various elements of the transportation plan.

Peoria-Pekin Urbanized Area Transportation Study

The Tri-County Regional Planning Commission (TCRPC) has been designated the Metropolitan Planning Organization (MPO) for the Peoria/Pekin Metropolitan Planning Area by the Governor of the State of Illinois.

TCRPC has delegated its duties to the Peoria/Pekin Urbanized Area Transportation Study (PPUATS). In turn, PPUATS serves as an advisory board to TCRPC on all transportation matters. Representation on PPUATS is drawn from elected officials and staff of local municipalities and counties, along with the General Wayne A. Downing Peoria International Airport, the Greater Peoria Mass Transit District, the Heart of Illinois Regional Port District, the Illinois Department of Transportation, and the Federal Highway Administration.

Two committees make up PPUATS; a Policy Committee and a Technical Committee.

Elected officials representing their respective communities serve on the PPUATS Policy Committee. The Policy Committee role is to determine transportation policy within the framework of the urban transportation planning process. The Policy Committee is mandated to vote on the Technical Committee recommendations.

The PPUATS Technical Committee is made up of individuals appointed by their respective PPUATS jurisdiction. Most of the individuals are public works and/or engineering staff. Throughout the year the Technical Committee reviews and recommends planning policies and measures to the Policy Committee.

As the MPO, TCRPC has review authority over PPUATS, and may request that both committees further consider and act upon controversial decisions.

PPUATS is funded by federal transportation planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The funds require a 20% local match, which is supplied by the PPUATS Members. To ensure that all the funds are well managed and that planning activities are completed in accordance with federal and state

guidelines, the state has entered into an agreement with the MPO and the agencies represented by the MPO to coordinate the planning process.

Planning Area

The full jurisdictional area of PPUATS is the Metropolitan Planning Area (MA). To understand what land and jurisdictions are included in the MA, two additional designated areas must be explained: the “Urbanized Area” and the “Adjusted Urbanized Area”.

The Urbanized Area (UA) is defined by the US Census Bureau in accordance with strict population density criteria. Generally speaking, urbanized areas must have a minimum of 50,000 persons living in contiguous dense settlement patterns. In general, the core of an UA must be comprised of census block groups or blocks that have a population of at least 1,000 persons per square mile. Other blocks with a minimum of 500 persons per square mile can be added if they are within a defined proximity to the core area. For the 2010-2035 LRTP, population data from the 2000 US Census was used.

PPUATS must adjust the UA for planning purposes and to further forecast a Metropolitan Planning Area.

For transportation planning purposes, the Adjusted Urbanized Area includes all of the UA, plus other small areas necessary to round-off the jagged or sometimes irregular boundaries of the UA. In addition, the Adjusted Urbanized Area includes lands that are highly likely to be developed within the next five years, and other abutting or nearby developed lands. The Adjusted Urbanized Area is used primarily to determine which roadways are eligible for federal “urban” and “rural” funding assistance (but does not affect the total amount of federal assistance available). The most recent Adjusted Urbanized Area for PPUATS was adopted by the Tri-County Regional Planning Commission in May 2003.

The Metropolitan Planning Area (MA) is similarly determined by PPUATS. The MA is the area that is expected to be urbanized in the next 20-25 Years. It can be as large as the entire metropolitan statistical area or consolidated metropolitan statistical area, as defined by the Census Bureau. Any use of federal funds for transportation purposes within the MA must be identified in the LRTP.

For the FY 2005-2030 LRTP, the jurisdictions listed in Table 1 are within the Metropolitan Planning Area:

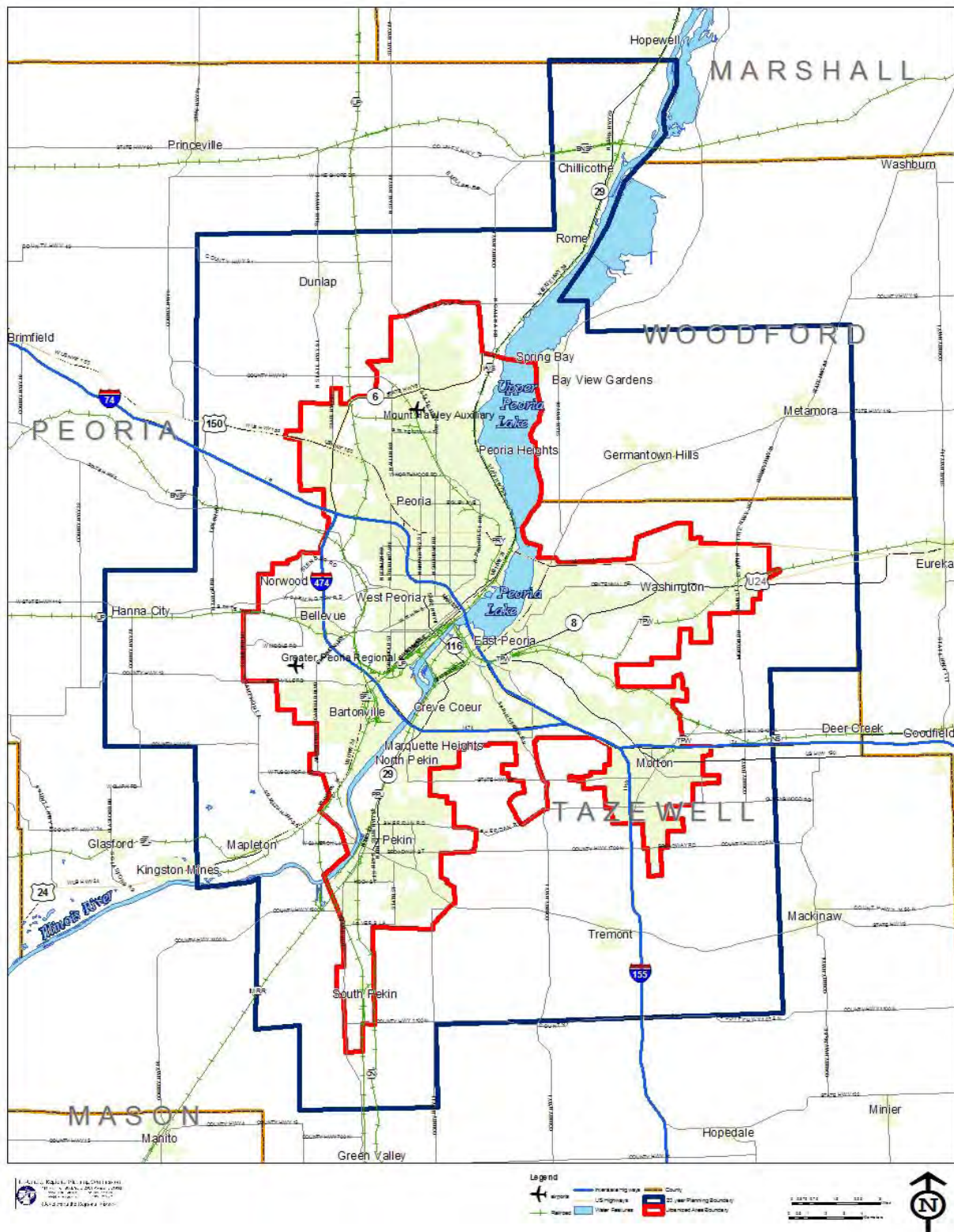
Table 1: Jurisdictions within Metropolitan Planning Area.

PEORIA COUNTY	TAZEWELL COUNTY	WOODFORD COUNTY
Bartonville	East Peoria	Bayview Gardens
Bellevue	Creve Coeur	Germantown Hills
Chillicothe	Marquette Heights	Metamora
Dunlap	Morton	Spring Bay
Hanna City	North Pekin	
Mapleton	Pekin	
Norwood	South Pekin	
Peoria	Pekin	
Peoria Heights	Washington	
West Peoria		

Map 1 on the following page shows the boundaries of the Adjusted Urbanized Area and the Metropolitan Planning Area. The blue line is the Metropolitan Planning Area (MA) and the red line is the urbanized area (UA).



Map 1: Boundaries of the Adjusted Urbanized Area and the Metropolitan Planning Area.



Public Participation

A proactive public participation process is critical to the transportation planning process and to the development and implementation of the Long-Range Transportation Plan. To achieve successful public participation, PPUATS works toward the following four primary Public Participation Goals:

- The public will be involved early and continually in the planning process.
- All citizens and transportation stakeholders will be given opportunities to participate.
- The public and transportation stakeholders will be provided with clear, timely, and accurate information.
- The public participation process will be flexible. Several techniques will be employed and/or combined to accommodate varying circumstances.

To the extent possible, PPUATS puts actual copies of all documents and information in the hands of the public. The Draft LRTPs are specifically distributed to 39 Public Review Sites located throughout the Peoria Area for public review. Extra copies of the Draft LRTPs are available for the public review at Tri-County Regional Planning Commission. Draft LRTPs can also be mailed to individuals and/or organizations by request.

Public Notices announcing the review of the Long Range Transportation Plan are published in both the Peoria Journal Star and Pekin Daily Times for three days. The public review period is 30 days. PPUATS' 39 Public Review Sites are accessible by the area's minority and low-income populations, and are accessible by mass transit in particular South Side Mission, Urban League, Friendship House, CityLink, Peoria Housing Authority, Tri-County Regional Planning Commission, Peoria Public Library, and IDOT District 4.

During the 30-day public review period, a minimum of three Public Hearings are held. All Public Hearing locations are selected with appreciation of the need to accommodate persons with disabilities. Verbal comments and written submissions presented at the Public Hearings are generally responded to immediately or the topic is continued for later response. Minutes are compiled for all Public Hearings, where public comments and responses are recorded therein.

However, if an individual and/or organization would like more time given to address a specific item in the Draft LRTP, it is recommended that the individual and/or organization contact TRCPC at least two weeks ahead of the scheduled PPUATS hearing at which they would like to speak. Time will then be afforded on the Agenda at the meeting for their attention.

PPUATS accepts input and comments from the public through a variety of means:

Members of the public may make comments by calling the Tri-County Regional Planning Commission at (309) 673-9330;

Written comments may be:

1. Faxed to TCRPC at: (309) 673-9802;
2. E-mailed to: info@tricountyrpc.org; or
3. Mailed to:

TCRPC
Attn: Transportation Planner
211 Fulton St., Suite 207
Peoria, IL 61602

Also in an effort to boost community participation, four subcommittees focusing on economic development, balanced growth, green infrastructure, and public infrastructure were formed from local community groups and professionals. These subcommittees formulate goals and objectives to guide the transportation planning process.

A Transportation Symposium is an event held by Tri-County Regional Planning Commission and PPUATS in conjunction with the development of the long range transportation plans. The symposium is a public meeting where community members prioritize transportation projects. The Transportation Symposium for the 2010 – 2035 Long Range Transportation Plan was held at Five Points Washington on November 16, 2009 and was attended by PPUATS members and citizens from the economic development, natural resource, land use, and transportation communities. Results of the symposium lend a prioritization of regional projects.

For more information on the Public Participation Plan, see the document entitled “Peoria/Pekin (IL) Urbanized Area Transportation Study Public Participation Plan”, last updated in May 2007. This document can be viewed at the offices of Tri-County Regional Planning Commission or on the TCRPC website at www.tricountyrpc.org.

Methodology

The Long Range Transportation Plan is developed in a thoughtful and comprehensive manner. The development process takes many months and the input of many persons. The first step in developing the 2010-2035 LRTP was the incorporation of an integrated planning project entitled, ***“Integrating Transportation and Resource Planning to Develop Ecosystem Based Infrastructure Projects”***, funded, in part, by a grant from the Federal Highway Administration (FHWA). FHWA awarded the project to Tri-County Regional Planning Commission in 2008. The

purpose of the project is to integrate the region's individual transportation, land use and environmental plans into a singular, coordinated Regional Plan.

The objectives of the project are:

1. To build and strengthen collaborative partnerships utilizing a steering committee involving representatives and stakeholders from each functional area of the plan, as well as representatives from local units of government, regional organizations and relevant State departments.
2. To identify additional management plans applicable to transportation, land use and/or ecosystems in the region.
3. To use Geographic Information Systems for identification and analysis.
4. To assess potential short- and long-term inter-related effects and relationships between the transportation system, ecosystem, and land use.

As part of the project, a Regional Steering Committee was established. The Steering Committee includes representatives from municipal agencies including public works and highway departments, planning and zoning, economic development, natural resource agencies, elected officials, Port District, and the Illinois Department of Transportation. The Steering Committee identified five themes as mutual priorities for the region's future. They are:

1. Balanced Growth
2. Economic Development
3. Environmental Stewardship
4. Public Infrastructure
5. Agriculture Preservation

The chapters of this long range transportation plan were created to reflect the Regional Themes identified by the Steering Committee. The following four subcommittees were created based on these Regional Themes to develop this Long Range Transportation Plan: Land Use, Economic Development, Green Infrastructure, and Public Infrastructure. Below is a list of the stakeholders who make-up the subcommittee members.

Land Use

Ross Black, City of Peoria

Jon Oliphant, City of Washington

Matt Wahl, Peoria County
Roger Spangler, Village of Morton
John Hamann, Woodford County
Ty Livingston, City of East Peoria

Economic Development

Peoria Area Chamber of Commerce – Transportation Committee
Economic Development Council for Central Illinois – Freight Logistics Strategy Group
Gen. Wayne A. Downing Peoria International Airport
Russ Crawford, Caterpillar
Roberta Parks, Peoria Chamber
Steve Jaeger, Heart of Illinois Regional Port District
Amy Benecke-McLaren, Peoria County
CityLink
G&D Integrated

Green Infrastructure

Michelle Simone, Illinois Department of Natural Resources
Don Cavi, Peoria County Health Department
Maury Brucker, Peoria Audubon Society
Rudy Habben, Heart of Illinois Sierra Club
Bob Jorgensen, Heart of Illinois Sierra Club, East Peoria Green Team
Debra Roe, Natural Resources and Your Development Taskforce, Christopher Burke Engineering
Mike Miller, Peoria Park District
Lori Wolff, East Peoria Green Team
Byron Paulson, Illinois Department of Natural Resources
David Pittman, Heart of Illinois Sierra Club

Public Infrastructure

Matt Wahl, Peoria County
Tim Leach, Greater Peoria Sanitary District
Michael Guerra, City of Pekin
Amy Benecke-McLaren, Peoria County Highway Department
Randall Laninga, IDOT
Mike Rucker, Recreation Trail Advocates/Illinois Valley Striders
Roger John, Trails & Greenways Committee
Jeff Smith, City of Peoria
John Hamann, Woodford County Zoning

Principles, Goals and Performance Measures

The individual subcommittees meet to develop goals and objectives for their specific theme based on the principles set by the Federal Highway Administration. These are then used to generate performance measures and determine transportation priorities.

- Principles are fundamental concepts necessary for an effective urban transportation system. Principles are based on the eight planning factors promulgated by the Federal Highway Administration (FHWA).
- Goals are long range aims of the plan. Goals are broad and abstract.
- Performance Measures are specific objectives that necessitate actions to meet a goal. Performance Measures are more precise and tangible.

Project Identification

Members of the Peoria-Pekin Urbanized Transportation Study (PPUATS) submit projects for their respective jurisdictions. Projects are also identified by other stakeholders, such as the Tri-County Chambers of Commerce. Individual projects are matched with the principles to determine compliance with the eight planning factors. Project selection is further based on anticipated available funding, public demand, and existing plans from local agencies.

Travel Demand Modeling

Travel Demand Modeling (TDM) is used to evaluate existing traffic conditions and forecast future conditions for cars and transit based on existing transportation system conditions and other input factors. The model helps determine future transportation needs based on estimated future traffic volumes given scenarios that staff inputs.

Budget

By Federal law, the LRTP must be financially constrained, meaning transportation projects must have reasonably guaranteed funding sources for them to be included in the LRTP projects list.

Specifically:

The LRTP must include a financial plan that demonstrates the consistency of proposed transportation investments with already available and projected sources of revenue. The financial plan shall compare the estimated revenue from existing and proposed funding sources that can reasonably be expected to be available for transportation uses, and the estimated costs of constructing, maintaining and operating the total (existing plus planned) transportation system over the period of the plan.

THEME: PUBLIC INFRASTRUCTURE

Planning Principle: Increase the safety of the transportation system for motorized and nonmotorized users.

Public Infrastructure Safety Goals & Objectives

- Educate citizens on proper road sharing techniques to accommodate all transportation modes.
- Create a transportation system that accommodates alternative modes in addition to the automobile.
 - Provide infrastructure to allow for pedestrian travel.
 - Develop a bicycle network that connects the entire region.
 - Establish a bicycle network that allows connections between major residential, employment, and shopping areas.
 - Establish a bicycle network that allows for recreational bicycle use.
 - Include bicycle accommodations along high volume roadways such as collector streets and highways.
 - Include bicycle accommodations along arterial roadways in rural areas.
- Revise road design standards and development standards where necessary to allow for the use of alternative transportation modes.
 - Revise right-of-way standards to allow for pedestrian and bicycle accommodations to be established.
 - Revise street width standards to allow for pedestrian and bicycle accommodations to be established.
- Retrofit existing areas with bicycle and pedestrian accommodations where feasible.
- Accommodate alternative modes in commercial areas by requiring new commercial developments to include bike racks for bicycle parking.
- Assure that bicycle and pedestrian accommodations are safe and efficient
 - Encourage connectivity between neighborhoods and subdivisions with sidewalks and/or trails.
 - Provide bike paths along major streets so people can use them to access places of employment.
 - Require all new subdivisions in the urban area to have sidewalks.
 - Increase pedestrian safety by continuing to maintain and expand street lighting and sidewalk systems in all areas.

- o Increase pedestrian safety by improving intersection markings and signage in areas with high pedestrian volumes.
- o Establish a sidewalk system that provides safe routes to schools in all new neighborhood developments as well as retrofitting existing neighborhoods
- Provide a safe transportation system
 - o Reduce the number and severity of pedestrian, bicycle, and vehicular crashes in order to increase safety.
 - o Reduce the number of modal conflicts (i.e. grade crossings, pedestrian-bicycle, automobile-pedestrian, bus-bicycle, etc).
 - o Implement the finding of the Tri-County Region Highway Safety Plan
 - o Encourage local jurisdictions to apply for Highway Safety Improvement Program funds and the High Risk Rural Roads Program funds.
 - o Provide education to the region's youth on safe driving.

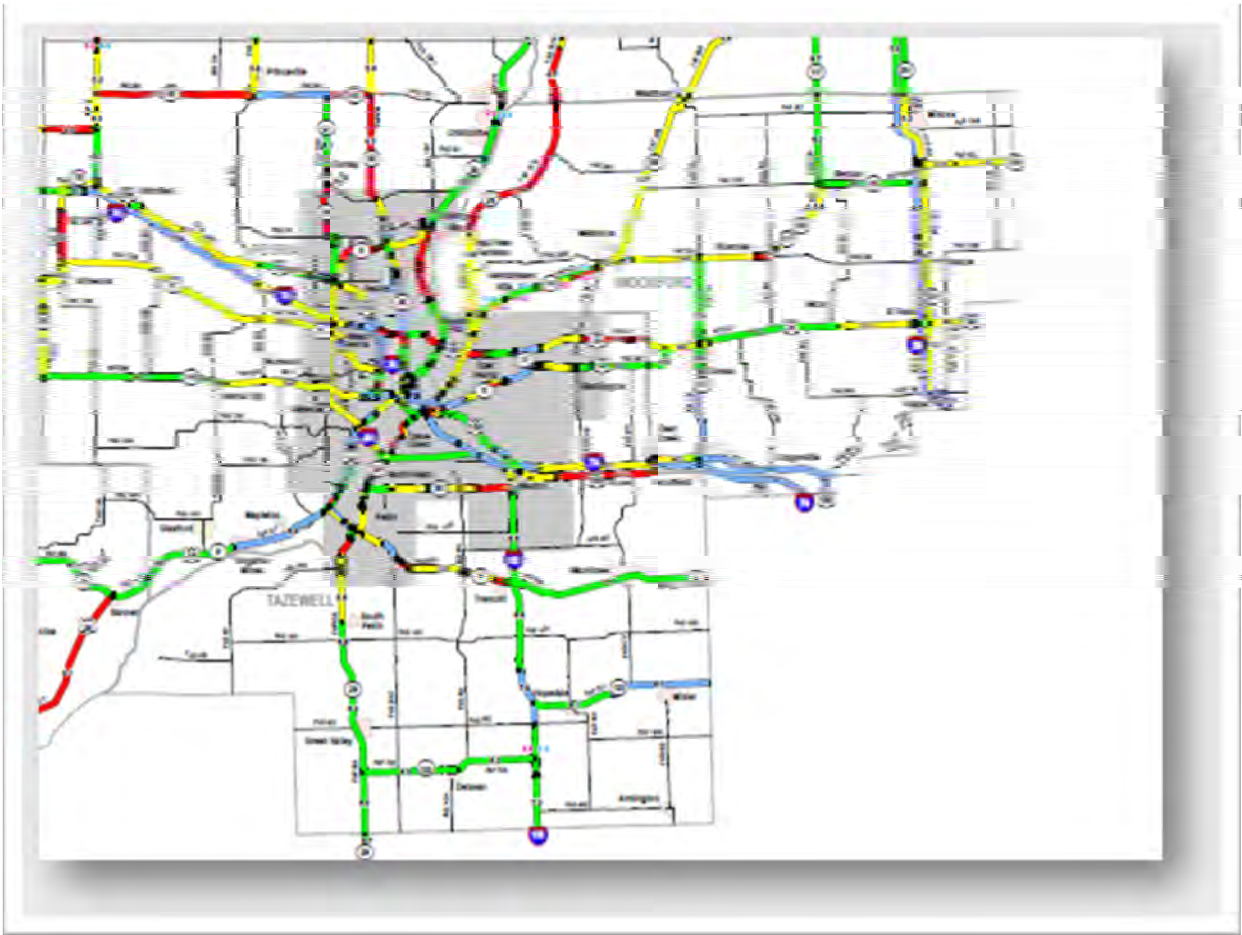
Public Infrastructure Safety Data

Pavement Conditions

One way to measure the safety of the public infrastructure is to evaluate the condition of the pavement. Pavement Conditions in the Tri-County Region are rated on scale from 1 to 9. Map 2 on the following page displays the major state owned and maintained roads and the pavement condition as of November of 2008; 1 to 4.5 = Poor (Red), 4.6 to 6 = Fair (Yellow), 6.1 to 7.5 = Good (Green), and 7.6 to 9.0 = Excellent (Blue). The majority of the roads in the urbanized area are in fair condition or better.

Source: IDOT District 4 IRIS Marked Route System

Map 2: Pavement Conditions of State-Owned Roads.

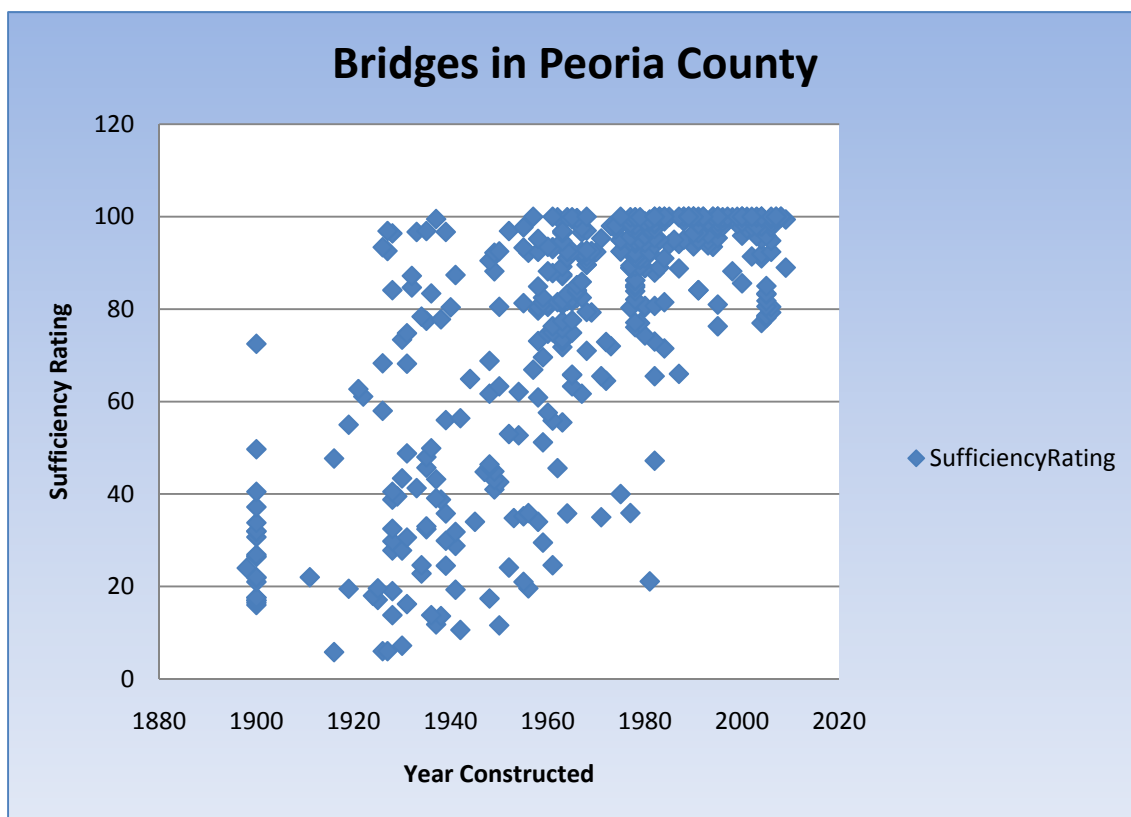


Also, it is important that the pavement be in good condition as it can have impacts on economic development. Generally, there will be a greater number commercial type businesses where the pavement is in good condition, as it will be more conducive for consumers to access these businesses. Thus, as development occurs the developers are required to make the necessary improvements to the roadway system.

Bridge Conditions

For further safety evaluations, The Illinois Department of Transportation has established a *Structure Information Management System* to maintain the data collected from the annual inspections. The inspection process evaluates many factors of the structure's condition and ultimately the inspector gives it a sufficiency rating from 1-100; 100 being the best possible score. Typically, if a structure has a rating of 50 or below it is eligible for federal funds for reconstruction or repairs. The average rating of all of these bridges in the Tri County region is an 84; with approximately 1,320 bridge structures.

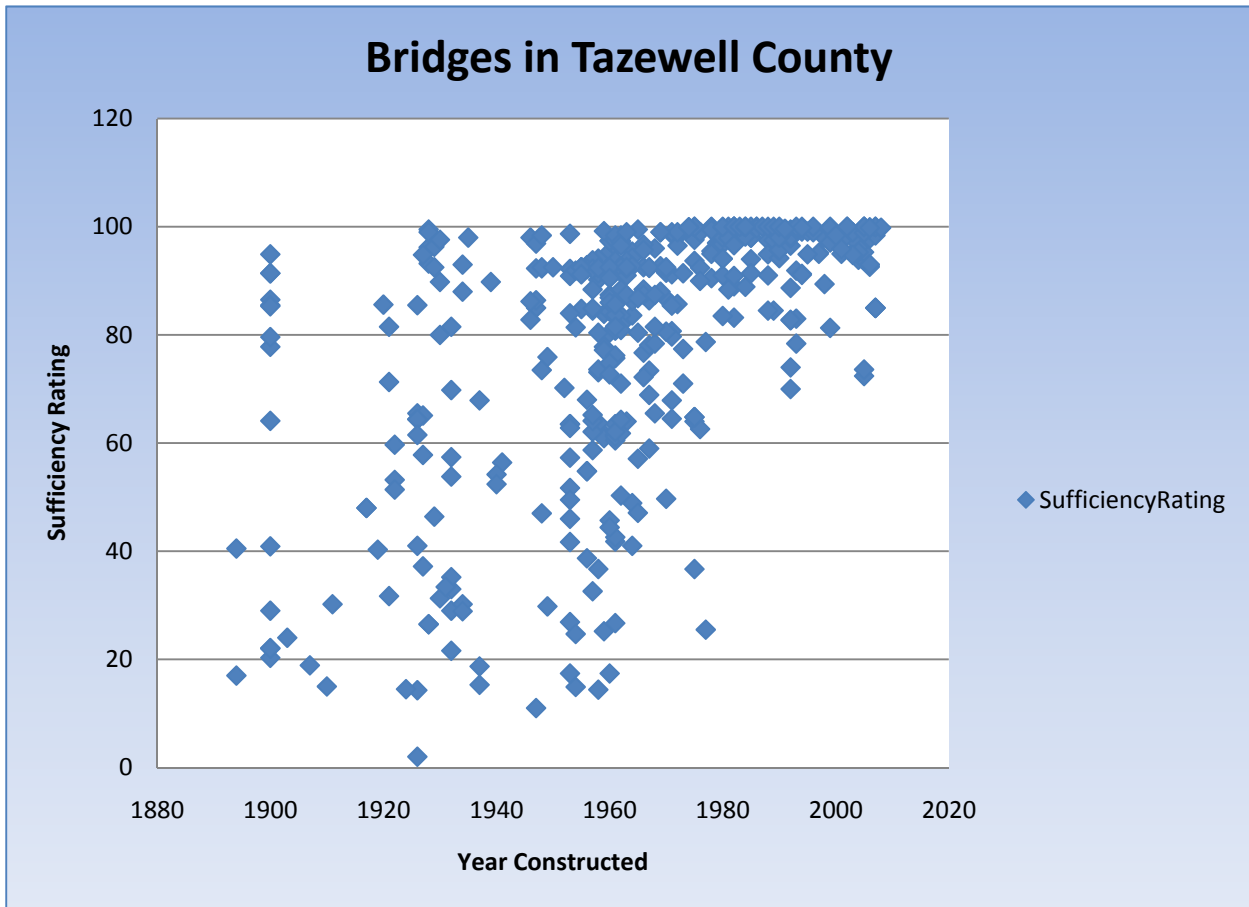
Chart 1: Bridges in Peoria County.



There are 436 bridges in Peoria County; these structures have a total Average Daily Trips (ADT) of approximately, 2,055,000 and an average ADT of 4,713 per structure. The chart above shows the sufficiency rating, compared to the year it was constructed in Peoria County. The average rating is 77.

Source: www.illinois.dot.gov

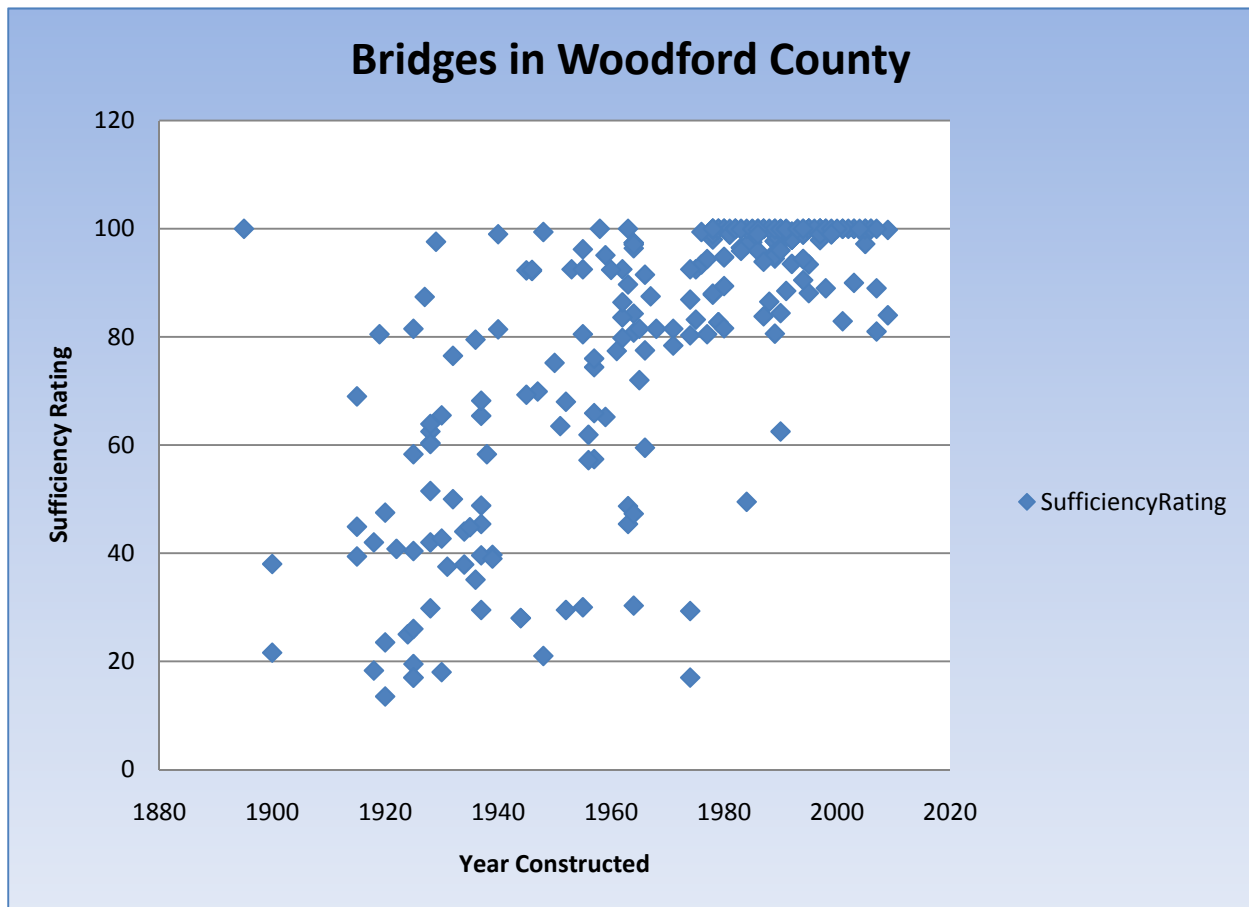
Chart 2: Bridges in Tazewell County.



Tazewell County has 438 bridges; these structures have a total ADT of approximately, 2,045,000 and an average ADT of 4,670 per structure. Above is a chart that shows the sufficiency rating, compared to the year it was constructed in Tazewell County. The average rating is 80.

Source: www.illinois.dot.gov

Chart 3: Bridges in Woodford County.



There are 446 bridges in Woodford County; these structures have a total ADT of approximately, 2,433,500 and an average ADT of 5,482 per structure. The chart above shows the sufficiency rating, compared to the year it was constructed in Woodford County. The average rating is 94.

Source: www.illinois.dot.gov

Private Vehicles

The majority of all trips made in the urbanized area are done by private vehicles; these trips include traveling to and from work, shopping, doctor visits, social activities, health and fitness activities, and many other types of trips. According to the 2000 Census, the 242,951 residents in the urbanized area had 113,562 vehicles available for use, or one vehicle per 2.14 persons. At the time of the Census, about 93% of working residents aged 16 or older in the Peoria-Pekin

urbanized area traveled by car; about 89% of those residents traveled alone. This data clearly indicates the dependency of the vehicle in this region.

Highway Safety

In September 2005, the Illinois Department of Transportation (IDOT) completed a Statewide Comprehensive Safety Plan (CHSP). The mission of the plan was to develop, implement, and manage an integrated multi-stakeholder process to improve the attributes of roads, users, and vehicles to reduce traffic related deaths and life-altering injuries in the state. The plan was based on the “Four E’s of Transportation Safety”; engineering, enforcement, education and emergency medical services.

The main goal and objective of the plan was to reduce the number of traffic-related deaths from 1,454 in 2003 to 1,000 or fewer by 2008, a rate of 1.0 fatality per 100 million vehicle miles traveled (VMT). The CHSP emphasized 10 focus areas for study:

- Alcohol and Other Impaired Driving
- Driver Behavior and Awareness
- Highway-Railroad Grade Crossings
- Information Systems for Decision Making
- Intersections
- Large Trucks
- Roadway Departure
- Safety Belts/Occupant Protection
- Vulnerable Users
- Work Zones

IDOT collects data on traffic crashes throughout the state via local law enforcement agencies. Table 2 below displays total crashes in 2008; of the 10,352 total crashes in the Tri-County Region 29.3% resulted in injuries and 0.29% in fatalities. This compares to 23% injury crashes and 0.25% fatal crashes statewide. Another way to analyze crash data is to look at the number of crashes per 100 Million Vehicle Miles Traveled (VMT). This data is in parentheses in Table 2 below. According to VMT data, Peoria County has the highest rate of crashes as well as crashes resulting in an injury in the Tri-County region, while Woodford County has the highest rate of fatal crashes. Woodford County has the lowest rate of crashes and injury crashes, while Peoria County has the lowest rate of fatal crashes. Compared to statewide data, the Tri-County Region has a lower rate of overall and fatal crashes and a slightly higher rate of injury crashes.

In Peoria County approximately 28% of the accidents were rear end crashes. In Tazewell County approximately 22% of the accidents were rear end crashes. And, in Woodford County,

approximately 24% of the accidents were crashes with animals. This data reflects the more urban nature of Peoria and Tazewell Counties and the more rural character of Woodford County.

Table 2: 2008 Crash Data.

	Total (Crashes/100 Mil. VMT)	Fatal (Crashes/100 Mil. VMT)	Injury (Crashes/100 Mil. VMT)
Peoria County	6,203 (364.67)	14 (0.82)	1,911 (112.35)
Tazewell County	3,456 (275.81)	11 (0.88)	942 (75.18)
Woodford County	693 (171.75)	5 (1.24)	182 (45.11)
Tri-County Region	10,352 (308.32)	30 (0.89)	3,035 (90.39)
State of Illinois	408,258 (386.48)	1,043 (0.99)	94,021 (89.00)

The chart below shows the number of crashes that occurred in each county from 2001-2008. Each of the three counties shows a similar trend with crashes declining from 2002-2006, with a slight increase in 2007. Peoria County, being the most populous county in the Tri-County region had the most crashes, followed by the second most populous county, Tazewell.

Chart 4: Total Crashes in the Tri-County Region.

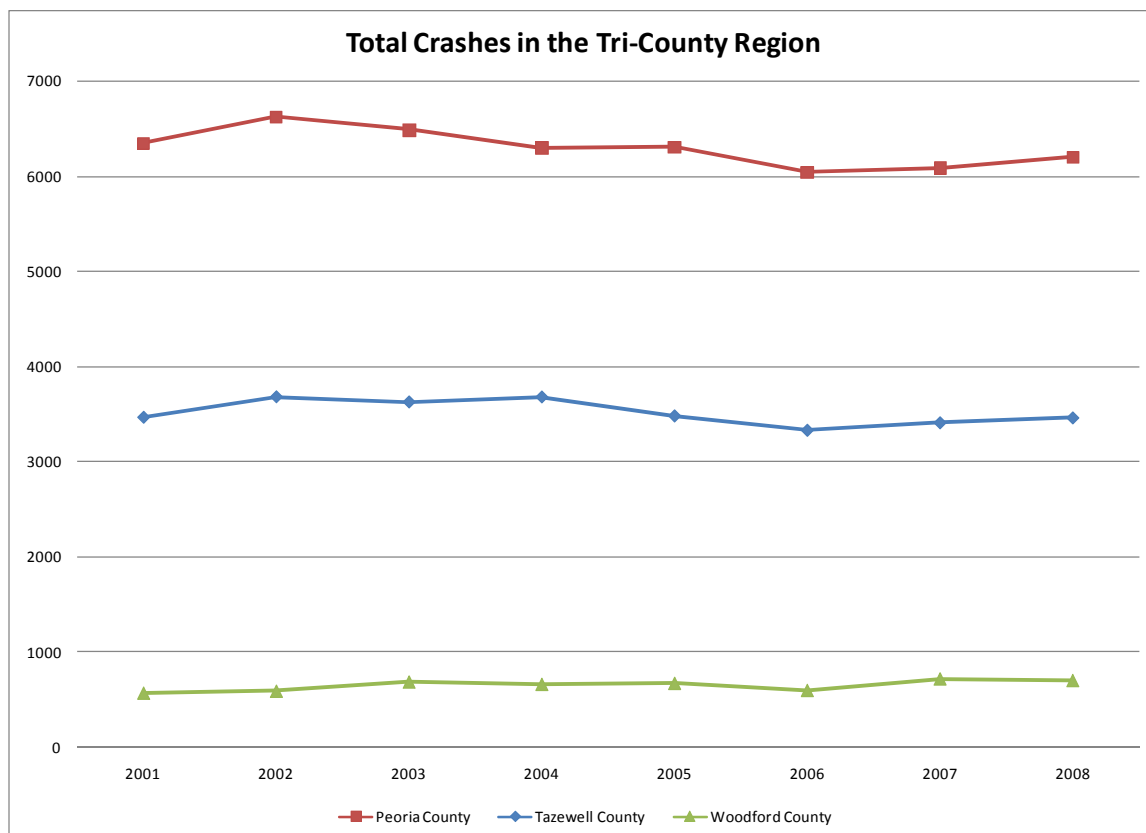
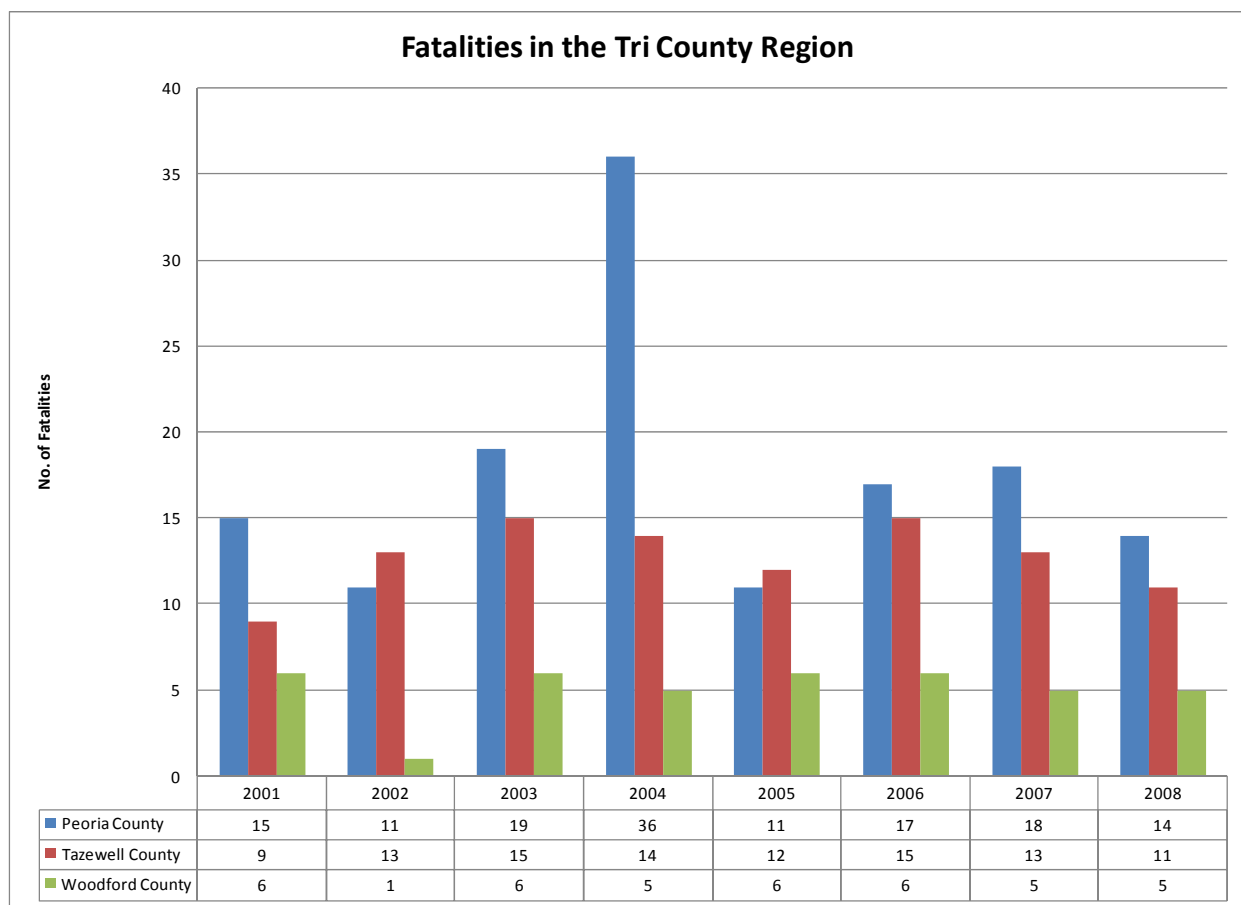


Chart 5 provides data on fatalities due to vehicular accidents from 2001 through 2008. There were significantly more fatalities in Peoria County than there were in Tazewell and Woodford Counties, and many more fatalities in 2004 in Peoria County. Tazewell County had no major fluctuations, ranging from 9 – 15 throughout the years. Woodford County had even fewer, ranging from 1-6 throughout the years.

Chart 5 only shows the total number of fatalities, but does not include demographic data. In the 15 months from March 2005 through June 2006, 15 teen traffic fatalities were recorded in Tazewell County. The increase in teen fatalities garnered statewide attention, including a feature story in the Sunday edition of the *Chicago Tribune* in June 2006. In response to increased awareness about traffic fatalities and highway safety, the State Farm Embedded Safety Specialist Initiative (ESSI) was launched in December 2007 in the Tri-County Region.

Chart 5: Fatalities in the Tri-County Region.



The ESSI is designed to develop and implement strategies within transportation agencies by improving traffic safety through the reduction of crashes. It is also designed to instill a more integrated safety culture within participating agencies. The agencies within the region are able to work together to promote road safety through PPUATS.

Some of the initiatives within the area include the City of Peoria undertaking upgrades to pedestrian and bicycle facilities to encourage the use and safety of these modes and Tazewell County creating the Tazewell County Teen Initiative which is responsible for a significant decrease in teen fatalities related to traffic crashes.

A draft *Tri-County Region Highway Safety Plan* was prepared as a part of ESSI in September 2008. The *Safety Plan* is expected to be revised in 2010. The plan focused on 14 issue categories, ranging from driver behavior and highway-railroad grade crossings to signage and intersections. Each of these issues were accompanied by strategies integrating the 4 E's of transportation safety planning; education, enforcement, engineering and Emergency Medical Services (EMS).

Bicyclists & Pedestrians

Bicycling and walking are small, but growing segments of transportation system users. In the 2000 U.S. Census, .7% of Metropolitan Statistical Area (MSA) residents reported getting to work by "some other means," which typically indicates bicycling. In the same Census, 2.2% of MSA residents reported walking to work as their primary form of transportation. Combined pedestrians and bicyclists comprise nearly 3% of people traveling to work. This does not count children, unemployed, or retired individuals; many children and unemployed rely on these modes of transportation. It is expected that as fuel prices continue to rise over the coming years, and the costs of motorized transportation climb, non-motorized forms of transportation like bicycling and walking will continue to become more popular, particularly for residents within relatively short distances (3 miles or less for bicycling, 1 mile or less for pedestrians) of their place of occupation.

Partly because these forms of transportation have historically been a small percentage of motorized system users, investment in safe, efficient infrastructure to support bicycling and walking has been neglected by most communities in this MSA. In order to meet the possible demand of future users, and promote safety for these users, additional attention to the needs of these user groups is necessary in future transportation projects. Retrofitting the existing transportation system for safety and efficiency is also necessary.

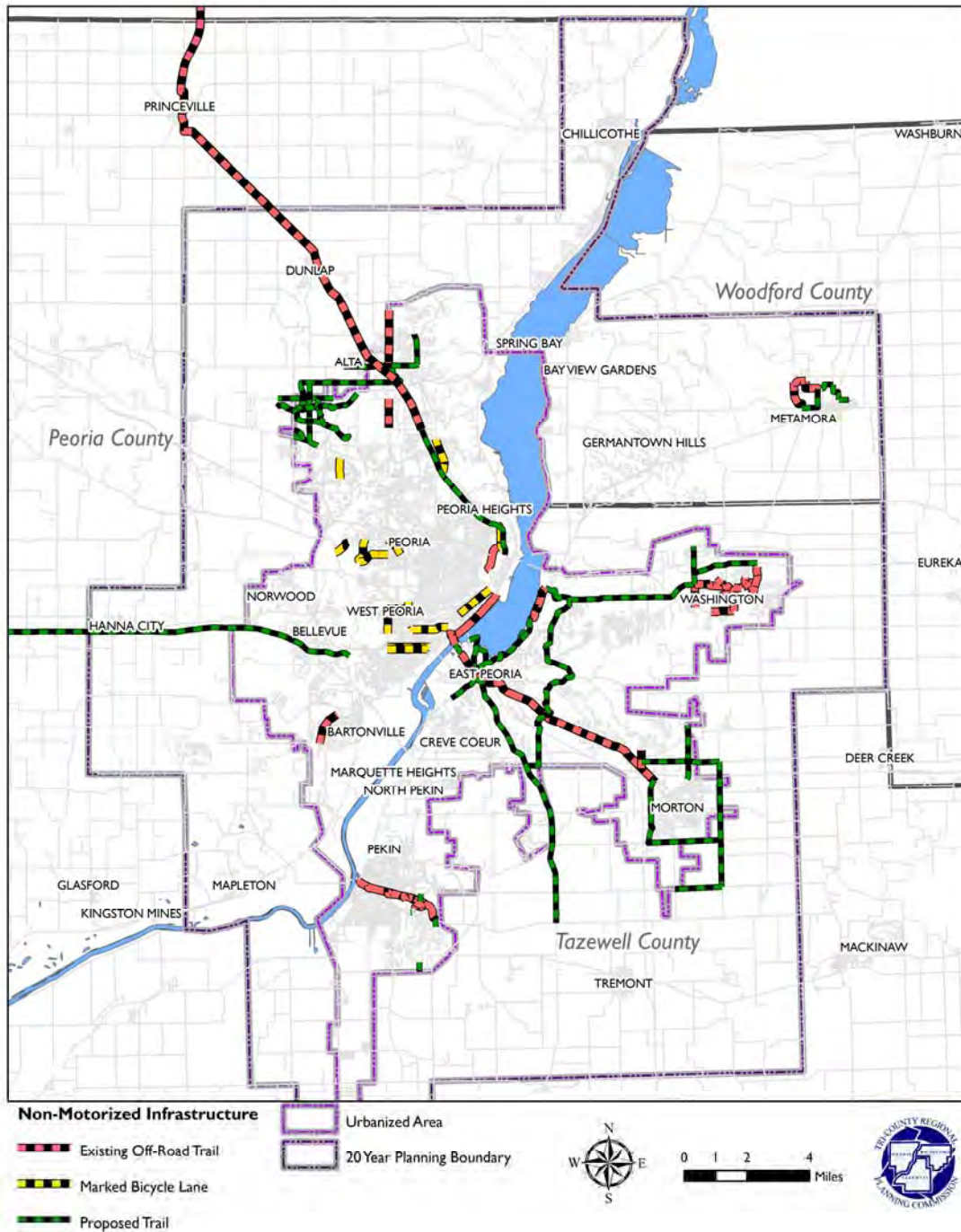
The Peoria-Pekin Urbanized Area has approximately 32 miles of existing trails (Class I) within the Urbanized Area boundary. By way of comparison, Table 3 below shows the approximate miles of trails existing in other urban areas of Central Illinois. The Peoria-Pekin area ranks near the bottom currently.

Table 3: Approximate Miles of Trails in Central Illinois Urban Areas.

Metro Area	Trail Miles	Urbanized Area Size	Population	Inf. Miles Per Sq. Mile	Inf. Miles Per 10,000 Capita
Champaign-Urbana	55.3	41.04	123,928	1.35	4.46
Bloomington-Normal	48	37.17	112,415	1.29	4.27
Quad Cities	60	123.87	270,626	0.48	2.22
Peoria-Pekin	32	123.14	247,172	0.26	1.29
Springfield	17.5	87.11	153,516	0.20	1.14
Decatur	9	50.15	96,454	0.18	0.93

The existing system can be seen in Map 3 below. Most notable from the visual portrayal of the trail system is the lack of connectivity. This lack of connectivity results in a fragmented non-motorized transportation system, hindering the ability of cyclists and pedestrians to use the system for transportation purposes.

Map 3: Non-Motorized Infrastructure in Peoria-Pekin Urbanized Area.



A number of trail and bicycle plans have been completed in recent years for the Peoria area, including the Peoria Metro Area Greenways & Trails Plan (1997), the Peoria County Recreational Trail Connectivity Study (2005), the Rock Island State Trail Extension Concept Plan (2008), and the Hanna City Trail Concept Plan (2008). These plans all focus in part on the need for connectivity between communities and infrastructures, in order to make transportation on bicycle or foot feasible.

Illinois Transportation Enhancement Program

Congress created the Intermodal Surface Transportation Efficiency Act (ISTEA) in 1991 to address growing concerns about air quality, open space, and traffic congestion. One of the several programs ISTEA highlighted was enhancements. This program was the first Federal initiative to focus on enhancing the travel experience and fostering quality of life in communities.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) requires states to set aside a minimum of ten percent (10%) of their share of the Surface Transportation Program (STP) funds for projects that serve to enhance the transportation system. The enhancement program allows the scope of transportation projects to expand beyond the traditional accommodations for cars, trucks and transit. Each state has the flexibility to create a program to best suit its respective needs, within the limit of the law.

The goal of the Illinois Transportation Enhancement Program (ITEP) is to allocate resources to well-planned projects that provide and support alternative modes of transportation, enhance the transportation system through preservation of visual and cultural resources, and to improve the quality of life for members of the communities.

The enhancement program offered more choices for travel by providing funding for sidewalks, bike lanes, and the conversion of abandoned railroad corridors into trails. Communities also used the program to revitalize local and regional economies by restoring eligible historic buildings, renovating streetscapes, or providing transportation museums and visitor centers. Many communities also used the program to acquire, restore and preserve scenic or historic sites.

Approximately \$116.8 million (10% of the state's STP funds) in federal funds are to be awarded through ITEP for State Fiscal Years 2010-2014. As with any federal transportation program, federal budgetary constraints control the total amount of federal funds made available annually. Additionally, state budget constraints could impact the level of the program in any year.

The phrase “transportation enhancement activities” includes the following:

- Provision of facilities for pedestrians and bicycles;
- Acquisition of scenic easements, scenic historic sites, and scenic or historic highway programs;
- Landscaping and other scenic beautification;
- Historic preservation;
- Rehabilitation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals);
- Rails-to-Trails - Preservation of abandoned railway corridors (including the conservation and use thereof for pedestrian or bicycle trails)
- Safety education for pedestrians and bicyclists
- Archeological planning and research
- Mitigation for roadway runoff and wildlife connectivity
- Scenic or historic highway programs
- Preservation of abandoned railway corridors (including the conservation and use thereof for pedestrian or bicycle trails);
- Control and removal of outdoor advertising; and
- Establishment of transportation museums.

The goal of the Illinois Transportation Enhancement Program (ITEP) is to allocate resources to well-planned projects that provide and support alternative modes of transportation, enhance the transportation system through preservation of visual and cultural resources, and to improve the quality of life for members of the communities. ITEP requires communities to coordinate efforts to develop and build worthwhile projects in a timely manner.

Throughout the State of Illinois, approximately \$67 million in federal funds were awarded through ITEP for 51 Enhancement Projects for FY 2001-2003. 316 Enhancement Applications totaling \$320 million were received.

Federal funds provide reimbursement up to 50 percent for right-of-way and easement acquisition costs, and up to 80 percent for preliminary engineering, utility relocations, construction engineering, and construction costs. The 20 percent or 50 percent sponsor participation must come from a local government or state agency.

The SAFETEA-LU Transportation bill renewed the enhancement program. The future of the program will follow the guidelines adopted under TEA-21:

- Projects must enhance the transportation system by serving a transportation need or providing a transportation use or benefit.
- Projects must have a local government or state agency sponsor.
- ITEP is a reimbursable program, which requires an interagency/joint funding agreement that details the project scope of work and cost participation. ITEP is not a grant program.
- Project sponsors must provide the matching funds, follow the appropriate federal and state guidelines, manage the project and maintain the project after completion.
- Federally funded projects must follow all federal right-of-way and easement requirements regardless of whether enhancement funding is involved in the acquisition.

Safety and Theme Relationships

Quality pavement and bridge conditions are a must if a region wishes to maintain an effective transportation system. The state of the local economy is directly tied to the capabilities of the region to mobilize people and goods. This was brought to the attention of citizens throughout the region in the winter of 2007; a large snow storm struck the Peoria area and it took local municipalities days to clear the roads. Distraught citizens flooded the editorial pages of the newspapers expressing their concern regarding the limited ability to use the road system. When responsible entities fail to properly maintain a road system, the question of balanced growth comes into play. Did we build more road surface than can be maintained? Should we discontinue growth in the fringes and focus on road improvements in the core of the city? These issues must be considered before decisions are made to expand the existing system.

Safety regarding non-motorized and pedestrian transportation is also integral to establishing a full functioning transportation system that supports a growing economy. A priority of Peoria area leaders is to attract young professionals to the area. Young professionals of today as well average citizens value the fresh air, exercise, and the sense of community associated with bicycling and walking to work. For the Peoria-Pekin area to accommodate this need, much effort must be undertaken to build the trail system and to maintain this system even in the winter months.

In terms of green infrastructure, many of the crashes in Peoria, Tazewell, and Woodford Counties were associated with animal collisions. It is important to integrate wildlife crossings into the transportation infrastructure to allow for wildlife to locally migrate without posing risk to drivers.

Planning Principle: Increase the security of the transportation system for motorized and nonmotorized traffic.

Security Goal & Objectives

- Intelligent Transportation System (ITS) is used to increase the safety and security of the transportation system
 - Use Intelligent Transportation Systems (ITS) to monitor the transportation network
 - Increase safety and security by bringing ITS into personal vehicles
 - Have the local 911 Center's ITS data connect to the State Police

Security Data

The statewide Hazard Mitigation Plan establishes a process for identifying and mitigating the affects of natural hazards in the state. Hazard mitigation is an important component of emergency management which reduces or eliminates losses to human life and property. The plan addresses the history, relative risk and actions which can be taken to mitigate the six types of natural hazards that can affect Illinois: severe storms and tornadoes, floods, severe winter storms, drought, extreme heat and earthquakes.

A Heart of Illinois Plan was published in the spring of 2004. This was a plan for the tri-county region, and explains how local governments identify and mitigate the effects of natural hazard within the region. Specific municipalities that are prone to natural disasters have also produced hazard mitigation plans.

Another organizational effort to address hazard mitigation is the Illinois Public Works Mutual Aid Network (IPWMAN). PWMAN is a state-wide network of public works agencies organized to respond in an emergency situation when a community's or region's resources have been exhausted. For a long time, public works agencies have assisted each other on an informal basis in times of need. IPWMAN is a formalized mutual aid network designed to efficiently direct resources to areas in need when necessary.

Intelligent Transportation Systems (ITS)

The U.S. Department of Transportation defines ITS as a way to improve transportation safety and mobility and enhance productivity through the integration of advanced communications technologies into the transportation infrastructure and in vehicles. Intelligent transportation systems (ITS) encompass a broad range of wireless and wire line communications-based information and electronics technologies. ITS can serve as a tool to help make the transportation industry more proactive, customer focused, regional, performance based, and

capable of providing real-time information. For example, sensors, cameras, and fiber optic cables are all tools to help make the transportation system more safe and secure. ITS has already been seen to help improve traffic congestion, mitigate work zone impacts, provide real-time traveler information, and enhance regional transportation planning.

In 1991, the Federal Government, through ISTEA, established a program to research, develop and test in an operational environment Intelligent Transportation Systems and to promote their implementation. TEA-21, in 1998, continued a focus on ITS by the “Promotion of efficient system management and operation”, under the seven planning factors of TEA-21. ITS addresses this planning factor by serving as an umbrella in which technology, communication, and collaboration between agencies are all encompassed.

In 2006, a regional ITS Architecture was developed for PPUATS to allow for the development of regional ITS. The document that presented the Architecture included an inventory of ITS systems, a concept for operating ITS, and a list of specific regional ITS activities to be implemented. ITS is beneficial for enabling the transportation system to operate efficiently when unforeseen events occur, and ITS activities should be implemented in the region to effectively manage the regional transportation system.

Security and Theme Relationships

Because the local economy so heavily relies on the transportation system for the movement of goods and people, a technologically “intelligent” system that aids in system efficiency and performance can only benefit the economic situation of the region. In addition to improving technology, balanced growth and urban growth patterns certainly play a large role in the ability of a community to cope with hazards. Planners must consider the relationship of major road arterials in and out of the urbanized area with locations of major work places, residences etc. in planning for city-wide emergency response. A functioning green infrastructure also plays a crucial role in hazard reduction. In-tact wetlands, for example have the ability to absorb massive amounts of floodwaters and in-tact prairies on the steep Illinois River Bluffs hold soils on the hillsides and prevent mass wasting along slopes.

[Planning Principle: Emphasize the preservation of the existing transportation system.](#)

Preservation Goals & Objectives

- Establish road systems that can be sufficiently maintained.
 - Redevelop existing developed areas to reduce the need for new roads.
 - Allocate greater maintenance funding to existing roads and roads that improve connectivity.

- Coordinate the provision of utilities (electric, gas, water, sewer, fiber optic) with the transportation system.
 - o Re-evaluate the location of utility poles when road projects are being considered
 - o Coordinate the location of utilities along corridors and roadways, so they do not have to be relocated when further development occurs.
 - o Have greater cooperation and communication among utility providers
 - o Consider adding utility banks (empty conduit) to road projects for future utility needs
- Ensure long-term maintenance of green infrastructure, both natural and man-made
 - o Create and implement management plans for natural areas within right-of way
 - o Create and implement management plans for all environmental mitigation areas; this necessitates allocating funding for maintenance activities
 - o Create and implement management plans for green infrastructure built for the purpose of stormwater control (i.e. bioswales)
 - o Fund the maintenance of green infrastructure associated with transportation infrastructure along with regular road maintenance

Preservation and Existing Transportation System Data

The Peoria-Pekin Urbanized Area Transportation Study includes portions of Peoria County, Tazewell County, and Woodford County; and consists primarily of the incorporated areas of Peoria, Peoria Heights, East Peoria, West Peoria, Morton, Washington, Bartonville, Creve Coeur, Pekin, and immediately surrounding densely developed land.

The region's existing transportation system consists of the following infrastructure:

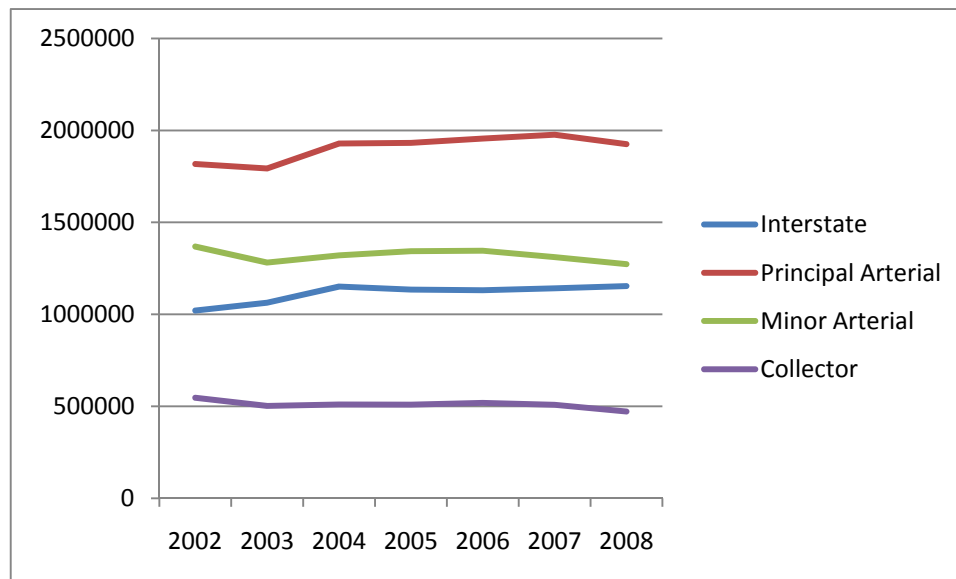
- a. Interstates include I-74, I-474 and I-155
- b. Several State and County Highways
- c. Greater Peoria Mass Transit – City Link
- d. Bicycle trails, sidewalks, and multi-use paths
- e. Freight Rail
- f. Illinois River
- g. General Wayne A. Downing Peoria International Airport

Maintenance of the existing transportation system is a priority in this region. Approximately \$71.1 million worth of projects submitted by the local agencies are general maintenance projects such as mill and overlay, resurfacing, and various safety improvements.

IDOT keeps track of vehicle miles traveled (VMT) for each of the counties in the state, as well as the number of miles of roadway there are in the transportation system. Chart 6 below shows

VTM Trends for the Peoria Urbanized area. The number of vehicle miles traveled is important data for many reasons. Number one use of this data is to compare VMT to Emissions in Environmental Analysis. Other uses include, computing estimated, on-road vehicle fuel consumption, economy, and expenditures.

Chart 6: Vehicle Miles Traveled.



Mass Transit

Mass transit refers to passenger transportation services that are available for use by the general public, as opposed to modes for private use such as automobiles or vehicles for hire. Mass transit services include buses, subways, trolleys, light rail, commuter trains, van pool services, paratransit services for senior citizens and people with disabilities, ferries, water taxis, or monorails. Currently, the region has a successful bus service and intercity public transit and is pursuing passenger rail service to connect to the St. Louis to Chicago Amtrak service.

The Peoria-Pekin Urbanized Area is provided public transit by Greater Peoria Mass Transit District (GPMTD). GPMTD was established in 1970 with the passage of a dedicated property tax. State sales tax revenue and federal funding provide additional support for the system.

The mayors or township supervisors of the communities served appoint the five (5) members of the GPMTD Board of Trustees. The distribution of board representation is determined on the basis of population. Presently, three of the board members represent Peoria, one board member represents West Peoria Township, and the other board member represents Peoria Heights. Each member, who serves a four-year term, has one vote.

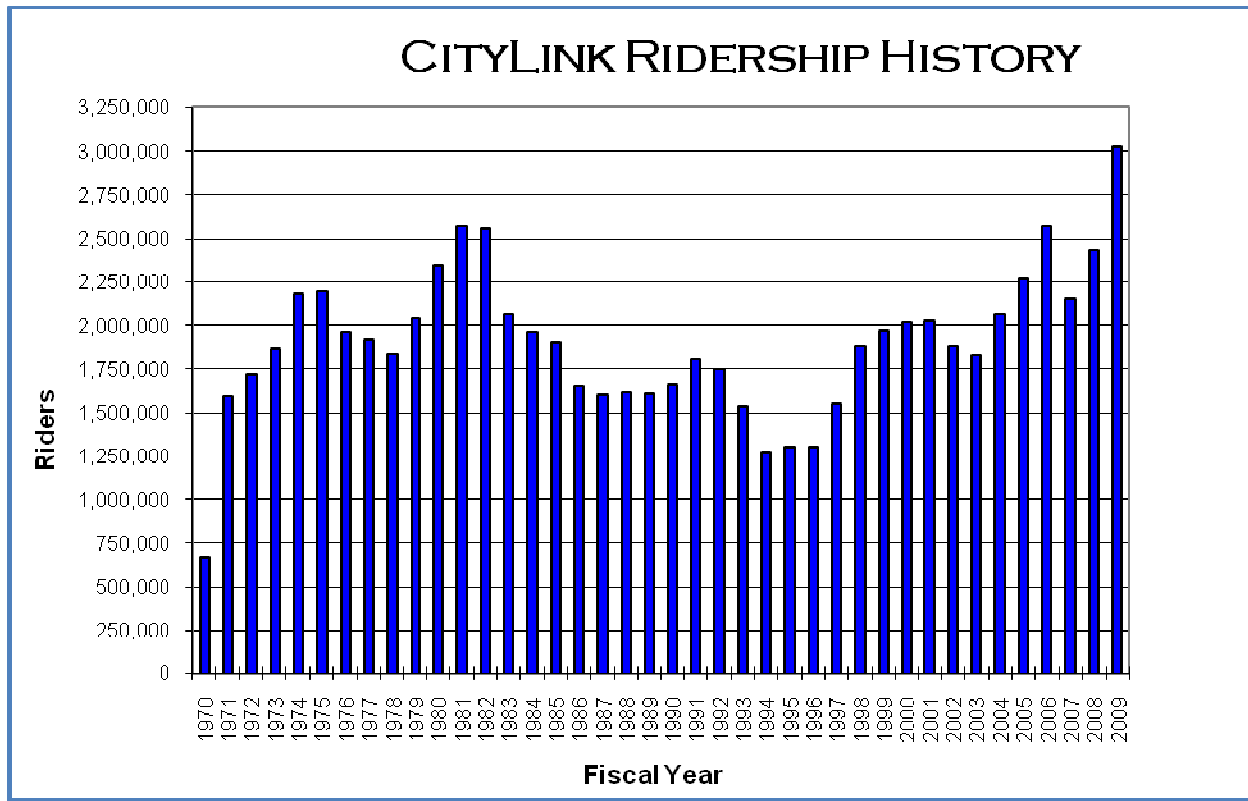
The General Manager of GPMTD reports to the Board of Trustees. First Transit, Inc. directly employs the district's General Manager and Assistant General Manager. GPMTD is the employer of all other operating, maintenance and administrative personnel. The district currently employs 131 individuals. These include 86 bus operators and supervisors and 30 maintenance personnel. The operators, supervisors and maintenance employees work under a labor agreement between GPMTD and the Amalgamated Transit Union, Local No. 416. The remaining 15 employees serve in administrative or support positions.

GPMTD operates fixed route general public transportation within the Peoria-Pekin Urbanized Area under the name of CityLink; the service area includes Peoria, West Peoria Township, and Peoria Heights and also provides service under contract to the City of Pekin and the East Peoria Mass Transit District.

CityLink is focused on its mission of providing economic, social and environmental benefits to the community through progressive, customer-focused transportation. This mission includes service for the elderly, area youth and the transportation-disadvantaged. These groups are the primary focus of CityLink's services, but a concentrated effort is targeted at potential "choice" riders. These riders have other transportation options, but by offering enhanced schedules, routing, and access to service information through the use of passenger information displays placed at strategic locations, CityLink is attracting members of this group.

Due in part to CityLink's efforts to improve service and attract "choice" riders, and in part to larger trends in the rising costs of personal transportation and growing awareness of the need to reduce individual fuel consumption, CityLink's ridership levels are on a long-term increase. In 2009, CityLink posted its largest annual ridership total ever, at more than 3,000,000 riders. Chart 7 below demonstrates the positive ridership trend dating back to 1994.

Chart 7: CityLink Ridership History.

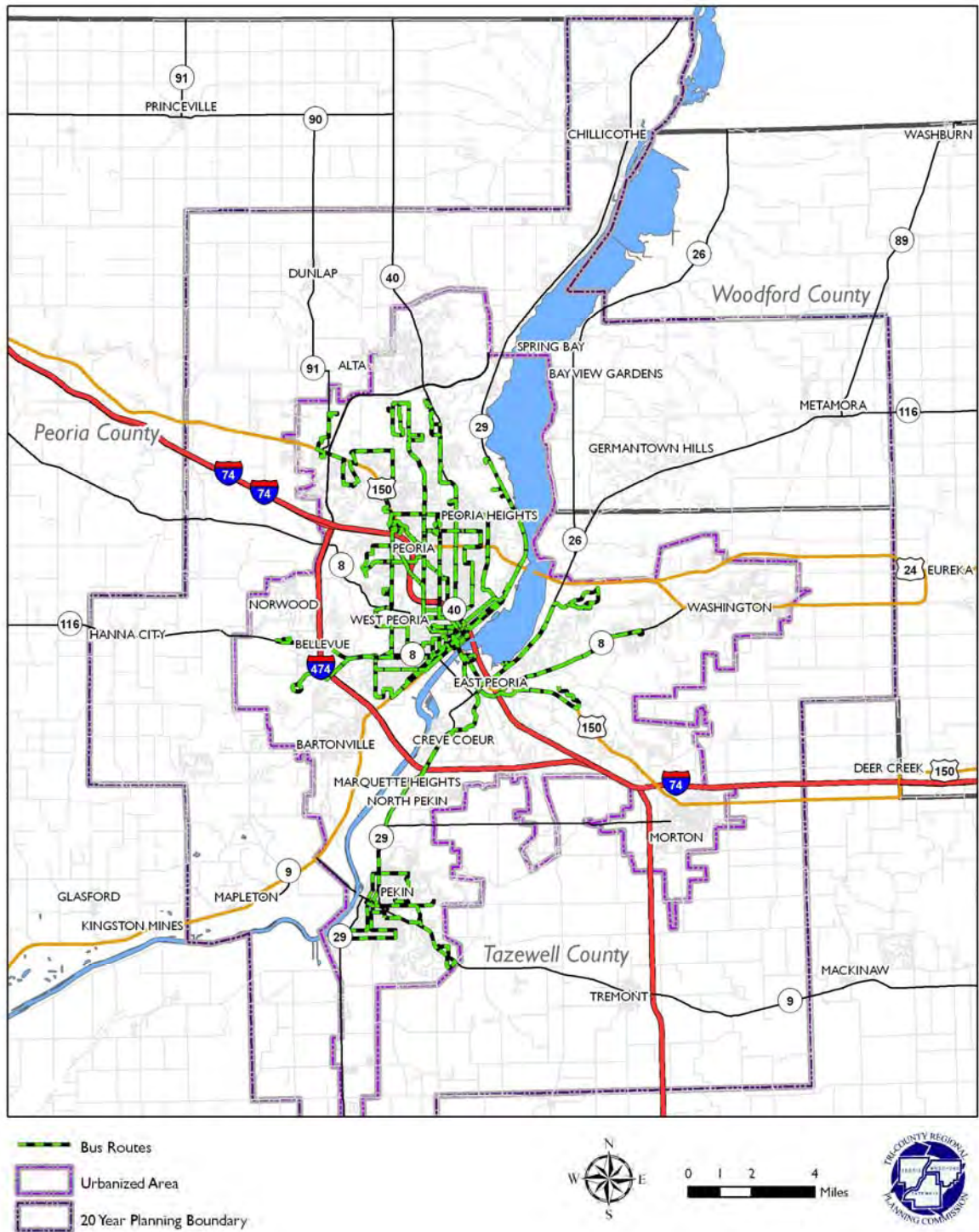


Fixed Route Services

CityLink presently operates 22 regular fixed routes. Operating on a time-transfer system, all GPMTD vehicles radiate from downtown Peoria, the geographic hub of the urbanized area. Service is operated on weekdays and Saturday only. There is no Sunday service. Peak service frequencies are 30 minutes. Weekday service begins around 5:30 AM and ends at 6:15 PM on some routes. Weekday evening service on several routes continues as late as 1:00 AM.

The top performing routes serve areas adjacent to downtown Peoria, older neighborhoods and neighborhoods with higher concentrations of low-income households. The lesser performing routes are located in East Peoria and north Peoria and are characterized by lower population/residential densities and higher income levels.

Map 4: Fixed-Route Bus Routes in Peoria-Pekin Urbanized Area.



Transit Center

In 2003, GPMTD opened its \$4.8 million Transit Center located in Downtown Peoria. The center includes a state of the art covered passenger wait area, adjacent bus stops with 19 bus-parking stalls, and a passenger terminal. The lobby of the terminal consists of an information office, security office, restrooms, drinking fountains and vending machines. GPMTD's customers are able to pay their local utility and water bills in the lobby.



Services allowing passengers with disabilities to connect to GPMTD's ADA-accessible buses at the Center expand opportunities for travel and independence. Connecting through the Transit Center offers a secure waiting area for passengers and allows customers full access to all routes and services. The Transit Center also houses a daycare facility; the combination of a Transit Center/Daycare Facility was the first of its kind in Illinois.

Passenger Amenities

Under the passenger amenities program GPMTD has: 1) increased the number of bus shelters by nearly 50%; 2) installed nearly 1,000 bus stop signs; and 3) installed over 150 bus benches throughout its service area. All shelters purchased meet ADA requirements. The placement of shelters is based on ridership patterns, passenger requests and physical space availability. The City of Peoria's zoning ordinance limits the placement of shelters and ongoing discussions with the Planning Department on this issue continue to occur.

Paratransit

On September 6, 1991, the US Department of Transportation published final regulations implementing certain provisions of the Americans with Disabilities Act of 1990 (ADA). Included in the regulations was a requirement that public entities operating fixed route transportation services for the general public also provide complementary paratransit services to persons unable to use the fixed route system. The regulations specify:

- a) When service is required;
- b) Eligibility criteria for paratransit passengers;
- c) The level of service which must be provided; and
- d) Standards for certain aspects of operation.

The district is currently under contract with MV Transportation, Inc. to provide ADA paratransit service to persons with disabilities within the cities of Peoria, East Peoria, the Village of Peoria Heights and West Peoria Township.

The contractor is responsible for the day-to-day management and operation of the paratransit service. GPMTD is responsible for oversight, storage, repair, fueling, and preventative maintenance for all paratransit vehicles.

Participation in this paratransit program is restricted to persons who are eligible under the requirements of the ADA. GPMTD contracts with the Institute of Physical Medicine to perform the eligibility certification process. According to ADA requirements, fares may be set at a maximum of twice the cost to use fixed route services. The one-way fare for paratransit services is currently \$2.00.

Special Events Services

GPMTD is the mass transit provider in the greater Peoria area and utilizes its title to the fullest when providing services to special events requiring movement of large numbers of people. The district actively participates with the City of Peoria, Peoria Area Civic Events (PACE), the Peoria Riverfront Association, Peoria Area Convention and Visitors Bureau, area hotels, Peoria

Historical Society, radio station promotions, Peoria Civic Center, Peoria Symphony, and others to serve their mass movement needs.

This particular service highlights the benefits of CityLink's service to "choice" riders and encourages their patronage. It also serves to reduce the parking needs within the city, reduce traffic congestion, and improve the overall quality of travel to and from these events.

Intercity Transit

Peoria Charter Coach has four daily stops at the transit center. Using GPMTD to access Peoria Charter Coach reduces the need for parking and allows for access to Chicago's Midway and O'Hare airports. This valuable connection in a secure facility, coupled with GPMTD's late night service, allows customers convenience to and from their homes.

Burlington Trailways also offers intercity bus service from Peoria, providing access to over one hundred communities throughout the upper Midwest and Plains states, including destinations in Illinois, Indiana, Iowa, Missouri, Nebraska, South Dakota, Colorado, and Wyoming. The departure/arrival point for Burlington Trailways bus service is the Gen. Wayne A. Downing Peoria International Airport.

Additionally, the Peoria area is served by Greyhound Lines, Inc. Greyhound offers nationwide coverage, providing access to thousands of communities. Like Burlington Trailways, Greyhound's departure/arrival point is the Gen. Wayne A. Downing Peoria International Airport.

Rail

Just as high speed rail service has become a national priority, Tri County Regional Planning Commission (TCRPC) has identified the pursuit of rail service has one of its biggest regional priorities. A total of \$8 billion in stimulus money was set aside for rail projects throughout the country. The Tri-County region applied for a grant to connect Peoria to the national rail network, specifically for a link from the Peoria-Pekin Urbanized Area to Bloomington/Normal; Normal is a stop on the route connecting St. Louis to Chicago.

At this time TCRPC is in the process of developing a Passenger Rail Advisory Committee to advocate the need and desire to have a rail connection in the Peoria-Pekin Urbanized Area. This group will consist of elected officials from throughout the region and from Bloomington-Normal.

There are currently three rail lines throughout Peoria including:

- *West Peoria*: Runs north/south in west Peoria parallel to I-474 (Chicago and North Western);
- *Riverfront*: Runs parallel to the waterfront (Chicago Rock Island and Pacific);
- *Northeast Peoria*: Runs in a northwest/southeast direction from Mt. Hawley Airport before heading south and southwest along the waterfront (Rock Island).

The City of Peoria and Village of Peoria Heights own the Rock Island line. This right of way needs to be protected for future use whether or not it is for transit. It is important to maintain flexibility for future uses such as a bikeway, urban park, and possibly a transit way. Should development patterns and/or densities increase in the future, consideration might be given to establishing a light rail corridor.

Regional Public Transit Access

In the 2005 Long Range Transportation Plan, establishment of a regional transit authority was discussed as a possible method of expanding public transit access to other parts of the region. In 2007, the possibility for a regional transit authority was explored via the Tri-County Regional Transit Study. This comprehensive study was designed to determine the feasibility of extending fixed-route transit services into previously underserved areas of Peoria, Tazewell and Woodford Counties. The study was managed by the Illinois Department of Transportation for the Tri-County Regional Planning Commission's Regional Transit Steering Committee.

The study had several key findings. First and foremost, the communities on the east side of the Illinois River do not want to be included in a regional transit authority if it involves being within a taxing district. These communities currently do not have public transit access (with the exception of Pekin and East Peoria) but feel that inclusion in an expanded transit district is not appropriate. Therefore, at least in the current transportation and political environment, a regional transit authority is unlikely to be implemented.

Still, many of these communities, businesses and community organizations, and existing transit system riders felt that expansion of the system through new service routes would be an improvement. These new routes would largely serve communities currently underserved by public transit. The study found that efforts to expand transit services regionally should focus on the communities of Pekin, Morton, East Peoria, and Washington, and identified six specific implementation strategies:

1. Implement one or two new transit routes, to be operated initially during commuter hours only, to serve the most promising of the Tri-County markets identified in the market research, Washington or Bartonville. These communities were selected because the anticipated costs of providing services to these communities is expected to be less given their proximity to

existing fixed-route transit services and because they each appear to have a significant latent market for transit services.

2. Initially provide only commuter service, focusing on the home-to-work market, the most easily penetrated of the transit markets.
3. Aggressively promote new services both prior to, and during, their initial operation. Offer free rides and arrange joint promotions and/or subsidized services with employers to jump-start ridership at the very beginning of service. Inaugurate new service with a big media event to get the word out to as many people as possible. Make it exciting!
4. Tie the implementation of new services to improvements to the pedestrian infrastructure around transit routes, including sidewalks, marked pedestrian crossings, shelters, disabled access improvements, and park-and-rides.
5. Consistently interact with riders to identify ways in which services and schedules can better serve their needs. Don't be afraid to make changes to improve the attractiveness to users, but don't make changes too frequently – riders need time to become accustomed to services and schedules.
6. Follow up the successful implementation of services with expansions to other communities and, later on, with improved services during additional time periods and days of the week.

Subsequent progress was made on these goals through grant funding from the federal Job Access Reverse Commute and New Freedoms programs. These two programs aim to expand transit access for low-income, disabled, and senior populations. Through funding from these programs, CityLink expanded service by creating a new fixed-route service to the Village of Bartonville and adding additional scheduled buses to the City of Pekin's existing transit line. These expanded routes were implemented in 2008 and are contingent upon available funding and ridership figures.

Second Maintenance Facility

If a regional transit system is implemented, a wide range of infrastructure improvements will need to be made. The acquisition of additional buses and paratransit vehicles and the construction of a second maintenance facility will also be needed. Because GPMTD's existing maintenance facility on NE Jefferson Street is geographically constrained, it would not be able to accommodate the additional vehicles and manpower required for a regional system.

Ideally, this second facility would be located on the east side of the Illinois River and support expanded routes to communities served by new transit routes. Constructing a facility in the Pekin/North Pekin area would not only accommodate the additional vehicles and manpower, it would also minimize costly deadhead miles back-and-forth from Peoria for buses operating in the eastern and southern ends of the urbanized area.

Public/Private Sector Interface

Opportunities may arise for cooperative transportation ventures involving both GPMTD and private enterprise. Such ventures could result in improved transportation service for area residents and reduced operating costs for GPMTD. GPMTD will strive to provide the best public transportation for the Peoria area in close cooperation with private-sector transportation providers. Examples of projects could include: intermodal transfer points, joint use of park and ride facilities, development of properties adjacent to facilities which share co-locational advantages, private sector contracting, and private sector subsidies of specific services.

Livable Communities Initiative

Three primary functions of transit are to provide an alternative means of personal mobility, increase capacity when needed and contribute to the quality of life in communities. In the context of these functions, the Federal Transit Administration initiated the Livable Communities Initiative to strengthen the link between transit and communities. Transit facilities and services that promote more livable communities are ones which are customer friendly, community-oriented and well designed resulting from a planning and design process with active community involvement.

The Initiative's objectives are to improve mobility and the quality of services available to residents of neighborhoods by:

1. Strengthening the link between transit and community planning, including land use policies and urban design supporting the use of transit and ultimately providing physical assets that better meet community needs.
2. Stimulating increased participation by community organizations and residents, minority and low-income residents, small and minority businesses, persons with disabilities and the elderly in the planning and design process.
3. Increasing access to employment, education facilities and other community destinations through high quality, community-oriented, technology innovative transit services and facilities.
4. Leveraging resources available through other federal, state and local programs.

Northside Transfer Center

In response to the continued growth of the Peoria area to the north and the northwest, it is a strong possibility that GPMTD will need to explore the potential for a northside transfer center in that quadrant of the area. This transfer center would alleviate the need of a downtown transfer that will become cumbersome and very inefficient for both passengers and CityLink routes to accommodate if current routes extend out much further. CityLink's Comprehensive

Operations Analysis completed in 2008 identified this center as a need, and the District will continue to pursue opportunities for location and construction of the center in the near-term.

Human Services Transportation Plan

An increasing number of people are unable to get to work, run errands, or reach medical services simply because they do not have access to reliable transportation. This group of transportation disadvantaged includes people who cannot travel outside of the home alone or drive because of medical or physical conditions, people who cannot afford their own automobile, and people who live in areas without access to public transportation.

To enable these individuals to travel for employment, medical, education, and other needs, state and federal grants are used to provide transportation services that help elderly persons, persons with disabilities, and/or low-income persons reach their destinations. In urbanized areas, regular public transportation service and supplemental paratransit service (sometimes called door-to-door service) is often available to meet these needs. In rural and smaller urban areas, however, public transportation service is less available and human service providers such as senior centers must often find other ways to provide their clients with transportation.

Numerous local programs supported by state and federal agencies provide separate transportation services, including services for the elderly, hospital access for low-income individuals, services for the physically and mentally disabled and transportation for job training or job access. In Illinois, numerous state and federal programs are administered by a variety of different state agencies that provide funding to be used for public and human services transportation. The lack of coordination among these programs and providers has led to duplication of transportation and dispatching services and an inefficient use of needed transportation and human services funds.

History of HSTP

At the federal level, the United We Ride (UWR) initiative was established to break down the barriers between programs and set the stage for local partnerships that generate common sense solutions. The overall goal of this effort is to make it easier for the customer to access public and specialized transportation services by reducing transportation service duplication, increase efficient transportation service delivery, and expand transportation access for older Americans, persons with disabilities, and individuals with low incomes.

In order to better meet the transportation needs of citizens, federal legislation created the Human Services Transportation Plan (HSTP). The goal of the HSTP is to create a comprehensive strategy for public transportation delivery within a region.

The HSTP program was created through the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) Bill under Sections 5316 & 3019. SAFETEA-LU requires that projects selected for funding under *Section 5310* (Elderly & Disabled Individuals), *Section 5316* (Job Access Reverse Commute), and *Section 5317* (New Freedom) are “derived from a locally developed, coordinated public transit-human services transportation plan.” The plan must be “developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public.”

The HSTP Program was set up with three years of funding starting in 2007. The initial plan was adopted in January 2008. The plan was revised in January 2009; and is expected to be revised again in the Spring 2010. The plan has already seen several projects funded including expanded CityLink service to Pekin, East Peoria and Bartonville; increased paratransit in Peoria, Pekin and East Peoria and additional ADA compliant bus shelters in Galesburg.

HSTP Components

The HSTP will include the following elements:

- An assessment of available services that identifies current transportation providers (public, private, and non-profit)
- An assessment of transportation needs for individuals with disabilities, older adults, and people with low incomes
- Strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery
- Priorities identified for implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities

Service Area of HSTP

An HSTP must be created for the urban areas and for the rural areas. The process for administering the HSTP is different for the rural and urban areas, but the resulting plans will include the same elements.

In Illinois, the local MPO is responsible for ensuring that the new federal coordination requirements are met for urbanized areas. IDOT is responsible for those parts of the state that are outside the jurisdiction of MPOs.

Urbanized Area Plan

SAFETEA-LU requires every urbanized area with a population over 200,000 to create a HSTP. These plans focus on coordinating current services in order to expand the system and to make it more efficient. Peoria/Pekin Urbanized Area Transportation Study (PPUATS) is the MPO of Region 5; therefore, it is PPUATS who creates the urbanized area HSTP.

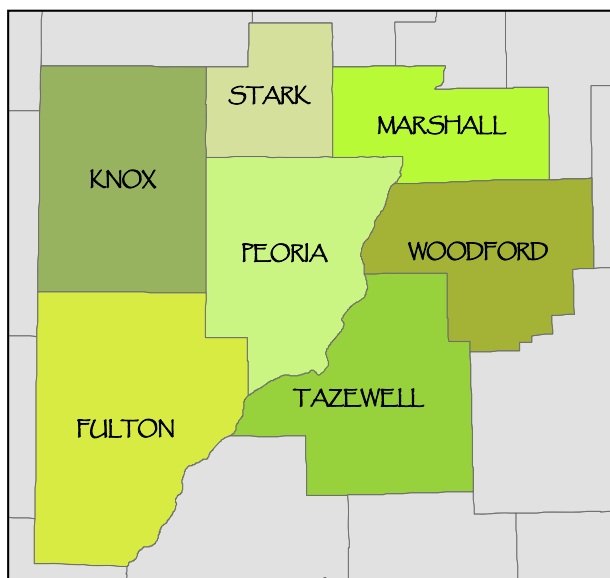
The plan will involve local transit and paratransit providers such as CityLink, Pekin Municipal Bus Service, We Care and the Peoria County Council on Aging. This plan will affect transit providers and the citizens within the Metropolitan Planning Area.

Rural Area Plan

The Illinois Department of Transportation is administering the Rural Area HSTPs. IDOT has divided the state into regions. Region 5 includes Fulton, Knox, Marshall, Peoria, Tazewell, Stark, and Woodford counties, as shown in Map 5 below. IDOT designated TCRPC to coordinate the HSTP for this seven-county region.

The Rural HSTP organizes and coordinates services within rural areas. After the plan is in place, rural transit agencies are able to apply for funds from Sections 5310, 5316, and 5317.

Map 5: Counties in HSTP Region 5.



HSTP Creators

Much of the developmental work within rural and small urban areas is carried out by a regional HSTP coordinator working with regional review committees to develop the non-urbanized portion of the regional HSTP. In urbanized areas, the MPO staff functions as the regional

coordinator and the organizer of the urbanized area review committee. TCRPC staff serves as both the regional coordinator and the MPO staff, which helps integrate the region's rural HSTP with its urbanized HSTP.

The rural area plan and the local urbanized area plan complement each other in order to provide coordination between the two areas. Many rural transit providers make trips into the urbanized area, which necessitates a high level of coordination during the formation of the HSTP. The two systems are not autonomous but need to coordinate efforts to provide better and more efficient service to patrons. The two plans are integrated into a single document entitled; *Human Services Transportation Plan: Illinois HSTP Region Five & Peoria-Pekin Urbanized Area*.

HSTP Creation Process

The HSTP Creation process is outlined below:

1. Establish an **HSTP Advisory Committee** to coordinate the public involvement process and evaluate the input received. The Advisory Committee will include representatives of the public transportation providers, human service agencies, users of the transportation services being considered, and IDOT-DPIT.
2. Implement a broad based **proactive public involvement process** to identify and catalogue existing services, determine unmet needs, and identify potential strategies to meet those needs.
3. Create a **regional consensus** on feasible strategies to enhance the effectiveness and efficiency of human service transportation provided in the region.
4. Ensure that the urbanized area boundary does not create a barrier to the delivery of **seamless transportation services** to the targeted populations.
5. **Develop an Action Plan** that clearly identifies the actions to be taken, the projects to be implemented, and the persons or agencies responsible for making the specified activities happen.
6. Amend the projects proposed for federal funding into the PPUATS TIP. (Urban HSTP only).
7. Forward those projects to IDOT for review and approval. (Urban HSTP only).
8. Monitor and **evaluate the effectiveness** of implemented strategies and projects.
9. **Adjust strategies** to address new and/or previously undetected needs.
10. Amend the TIP and STIP to reflect projects selected for funding. (Urban Area HSTP only).

HSTP Findings

The HSTP Committee established 6 goals for the plan. These goals were established after discussing the gaps and needs in service. These gaps included spatial gaps, geographic areas that are not served; temporal gaps, gaps in times of service such as weekend or night service; affordability gaps, the expense of many demand service providers; and gaps in service for certain sub-populations, as in lack of service for persons of a certain age or ability or the lack of service for wounded, disabled or older veterans. Each of the goals in the plan included objectives and action steps outlining a timeline, responsible party(s), staffing, capital and ridership implications, performance measures and feasibility. The goals from the HSTP are included below:

1. Increase the number of options and affordability of public transportation for people with low incomes, people with disabilities, older adults and the general public. Include door-to-door, curb-to-curb, door-through-door, community to community and long distance transportation.
2. Increase trips between rural counties and cities.
3. Increase job access and transportation access for people with low incomes.
4. Extend scheduled service hours in the seven-county area with the ultimate goal of making some transportation available all hours, seven days a week.
5. Increase awareness of transit and paratransit options.
6. Facilitate better cooperation between providers and better utilization of available resources.

The HSTP Committee will try to solicit projects that meet the goals of the HSTP plan. As the plan is updated so will the goals.

Freight

Freight is concerned with the movement of raw materials and finished goods into, out of, and through our region. The movement of freight is a very important part of the regional economy, regardless of the mode of transportation being used: highway, rail, air, or river – or even a combination of two or more modes. One of the region's goals is to put an emphasis on freight planning. Peoria, Tazewell, and Woodford counties all offer exceptional logistics through highways, river, rail, and airports. Access and connectivity of all four modes will be instrumental for future development.

Highway

Highway transportation is the most widely used form of the four modes of transportation for freight. The local interstate infrastructure in Peoria, Tazewell, and Woodford Counties is ideal for crossroads freight traffic. Interstates within the three counties include: I-74, I-474, I-39, and I-155. Other major routes are US Routes 24 and 150; and State Routes 6, 9, 29, and 116.

An eastern expansion of the I-474 bypass with a bridge at Mossville (Eastern Bypass) is currently being considered to complete the loop through Woodford and Tazewell Counties. The bypass and bridge would not only help alleviate future traffic congestion along I-74, but would provide better access for Woodford County and Tazewell County from I-74.

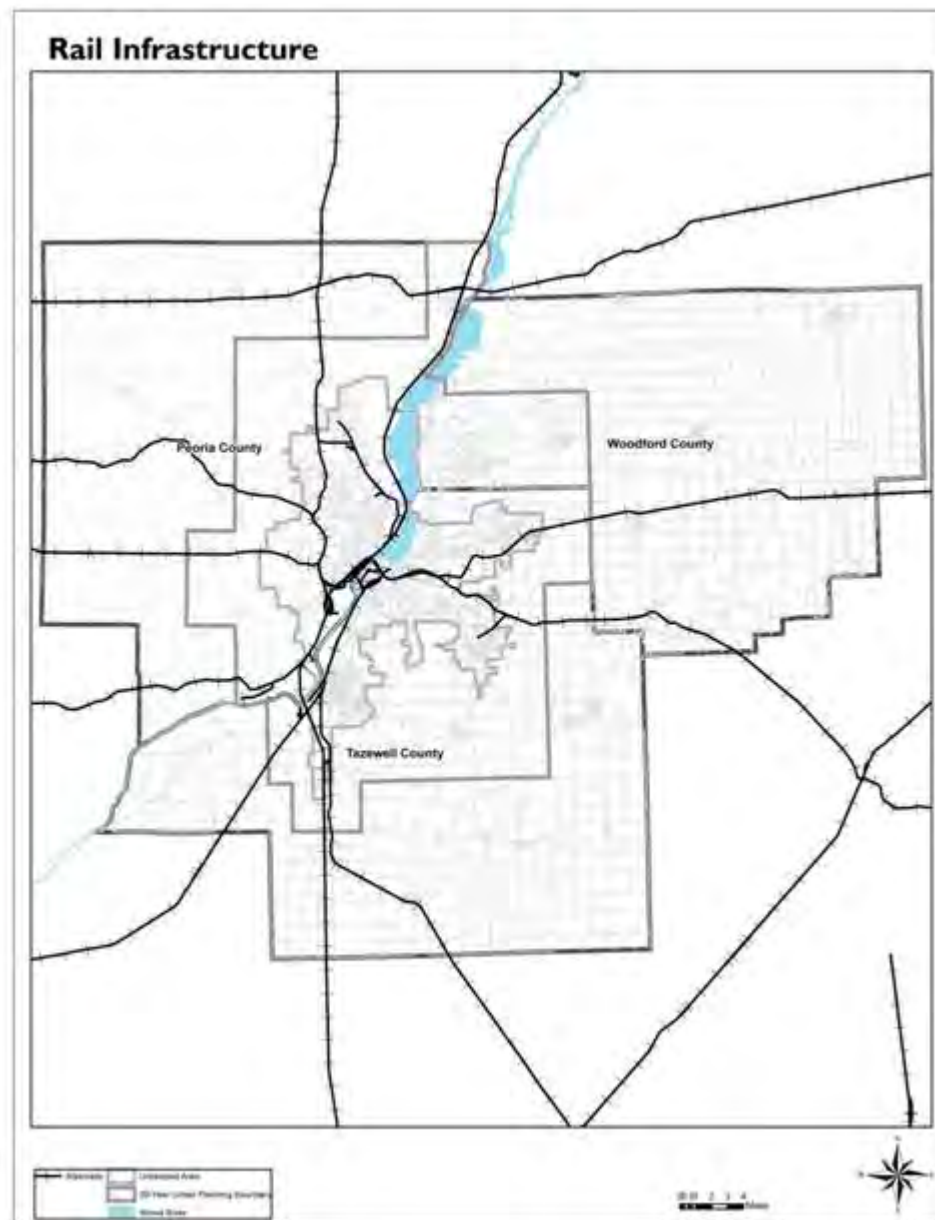
The completion of a 4-lane highway between Peoria and Macomb (Illinois 336) is currently underway. When completed, Illinois 336 will be a freeway/expressway connection to I-172 in Quincy. Other major corridors include IL 29 and Veteran's Drive in Pekin.

Rail

River and rail transportation capabilities have played a key role in the past development and growth of local industry. The region has solid access to railroad transportation. In fact, the Peoria area has access to service from four Class-I carriers (e.g. Union Pacific, Burlington Northern Santa Fe) and three regional Class II carriers, as well as several short-line operators. Peoria is recognized regionally as well as nationally for quality access to railroad service. This is primarily due to the region's long economic history of heavy manufacturing, industry, distilling, and commodity production/distribution, as well as the location alongside the Illinois River, a waterway that carries significant volumes of commodity freight. The map below shows the region's rail infrastructure.

While the region does enjoy good access to rail infrastructure, rail service is limited strictly to freight. The region currently does not have direct access to Amtrak passenger rail service, or light rail transit within the urban area. Like many urban areas, Peoria had passenger rail service in the past, but as transportation policy shifted towards the automobile and against rail, usage dropped and the service was discontinued in the 1980's. Recently, the region requested IDOT and Amtrak jointly conduct a feasibility study be completed to shed light on the possibility, and the cost, of returning passenger rail service to Peoria. That study is largely complete, but has not yet been released.

Rail Infrastructure in the Region



The prominence of rail is still evident today. The Peoria & Pekin Union Railroad, located in Creve Coeur and East Peoria, is the largest switching and classification yard in Central Illinois, having in excess of 100 miles of track with the capacity of 2500 cars. Transfer facilities move products from rail to barge and rail to truck. Local Class 1 Railroads include Norfolk Southern, Burlington Northern Santa Fe, and Union Pacific. Regional Railroads include Lincoln & Southern

Railroad and Toledo, Peoria & Western. Canadian National, IM, IAIS, and PRY are other rail lines serving the local area.

River

The Illinois River has long been the signature landmark for the central Illinois region with its beautiful landscapes and magnificent views. The river has also provided the area with the ability to create business and distribute products around the globe, serving as a major link for the transport of goods into and out of the Illinois Heartland. The Illinois River has a nine-foot channel depth, making the river navigable year round. To the south of the region, it connects with the Mississippi River and from there to deep drafts ports in New Orleans to allow for international trade. To the north, the river connects with Lake Michigan and from there to the Atlantic Ocean (via the St. Lawrence Seaway), again allowing for international trade.

River freight is moved by barge, which is a shallow-draft container pushed by a towboat. Barges have plied the Illinois River since the 1930's carrying freight into and out of the region. It is estimated that large quantities of cargo can be moved by barge for one-third the cost of railroad and one-fifth the cost of truck. Also cargo that is too big or too heavy to be transported over the highways or by railroad can be efficiently moved by water. Approximately 48 million tons of freight and 200 million gallons of liquid flow into and out of the region each year.

Air

Air transportation is focused on moving lightweight, high value goods and materials. Thus, there is little or no competition between air freight and the other three modes of freight transportation. The General Wayne A. Downing Peoria International Airport services a market of approximately 1.5 million people within a ninety-mile radius of Peoria. Scheduled passenger service consists of Allegiant Air, American Eagle, Delta, and United Express.

The existing General Wayne A. Downing Peoria International Airport resides on 3,500 acres with a 10,100' fully instrumented primary runway and an 8,000' secondary runway. These runways are the largest in Illinois outside of O'Hare International Airport in Chicago.

The Metropolitan Airport Authority of Peoria (MAAP) held its topping out ceremony for the new General Wayne A. Downing Peoria International Airport (PIA) terminal construction project that began in October 2008. The original terminal building was constructed in 1959. The new state-of-the-art facility will be approximately 125,000 sq. ft. with eleven gates and be able to service well over 2 million passengers annually.

In addition, the General Wayne A. Downing Peoria International Airport is host to a fixed-base operator, airport/pilot services, U.S. Customs, agencies, corporate flight departments, and three military bases. The airport also provides cargo service from DHL, Federal Express, and UPS.

Heart of Illinois Regional Port District- TransPort

Local leaders came together to discuss ways in which to increase the use of the Illinois River as an economic development tool for the central Illinois region. The result was the establishment of the Heart of Illinois Regional Port District (HOIRPD).

The overall goal of the HOIRPD is to promote the creation of transportation and industrial employment opportunities for the region. The Port District will seek to enhance the utilization of the Illinois River for freight, and will also seek to enhance the development of intermodal freight facilities within the District. The Heart of Illinois Regional Port District covers six counties in central Illinois. They are: Fulton, Marshall, Mason (with the exception of Havana Township, which has its own Port District), Peoria, Tazewell and Woodford Counties. The Port District encompasses over one hundred miles of the Illinois River as it traverses these six counties.

Preservation and Existing Transportation System Theme Relationships

As stated above, roads for vehicular traffic is the foundation of the existing transportation system in the region. While this plan calls for greater development of trails and a passenger rail system, preservation of the existing road system is essential to support the movement of goods and people in the Peoria-Pekin area and to remain economically competitive. The preservation of the transit system is particularly important as the region moves towards implementing balanced growth principals. A reliable bus system that accepted and is utilized by the citizens could possibly lend to infill development and a repopulation of urbanized areas if the system can be proven to be more time and cost efficient than the private vehicle. Another important component to preserving the existing system is the idea of preservation through less wear and tear. Roads that are used less frequently will require less maintenance. “Green” alternatives to transportation such as bicycling, walking, ride-sharing, and taking public transit are all mechanisms to preserve the road system that are complementary with all Regional Themes.

Public Infrastructure Goal Matrix

The table below is a matrix comparing the public infrastructure goals with summary goal statements for each of the remaining themes. The “x” indicates that the goal complements the theme, “o” indicates the goal conflicts with the theme, and “NA” indicates that the goal is not applicable to a theme. The matrix is a device to assist in the prioritization of the goals and to set a framework for policy improvements. Goals that complement all themes, for example, will take precedence in implementation over goals that are incompatible with other regional themes. The goals are compared against the following summary theme statements:

- **Balanced Growth:** the goal complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.
- **Economic Development:** the goal benefits existing regional business/industry, or provides impetus for new net job growth.
- **Green Infrastructure:** the goal improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

Identification Number	Public Infrastructure	Economic Development	Green Infrastructure	Balanced Growth
PI-1	Educate citizens on proper road sharing techniques to accommodate all transportation modes.	x	x	x
PI-2	Create a transportation system that accommodates alternative modes in addition to the automobile.	x	x	x
PI-3	Revise road design standards and development standards where necessary to allow for the use of alternative transportation modes.	x	x	x
PI-4	Retrofit existing areas with bicycle and pedestrian accommodations where feasible.	x	x	x
PI-5	Accommodate alternative modes in commercial areas by requiring new commercial developments to include bike racks for bicycle parking.	x	x	x
PI-6	Assure that bicycle and pedestrian accommodations are safe and efficient.	x	x	x
PI-7	Provide a safe transportation system.	x	NA	NA
PI-8	Intelligent Transportation System (ITS) is used to increase the safety and security of the transportation system.	x	NA	NA
PI-9	Establish road systems that can be sufficiently maintained.	x	x	x
PI-10	Coordinate the provision of utilities (electric, gas, water, sewer, fiber optic) with the transportation system when feasible.	x	NA	x
PI-11	Ensure long-term maintenance of green infrastructure, both natural and man-made.	x	x	x

Priorities and Performance Goals

All public infrastructure goals either complement or do not apply to the remaining theme statements and none of the goals contradicted other theme statements; therefore, all said public infrastructure goals are a priority for the purposes of this comprehensive plan. The table below details the performance goals related to the priority Public Infrastructure Subcommittee goals.

Sub-Committee Goal	Performance Goal	Mechanism to Accomplish the Goal	Timeframe	Measurement
<i>PI-2 – PI-6</i> Accommodate alternative modes of transportation.	Attain 0.75 miles of Class I trails per square mile by constructing 92 additional miles of Class I trails	Consider trails in STU funding. Secure grant funds to construct trails	25 years. This equates to constructing 3.68 miles per year	Track construction of all trail miles
	Increase ridership on CityLink by at least 2% each year	CityLink to increase frequencies of existing routes and establish new routes according to riders demands	Next 25 years. This equates to 60,000 more rides per year	Total number of CityLink Riders.
	Work to establish passenger rail from Peoria to Bloomington	TCRPC to work with City of East Peoria, City of Bloomington, CityLink, Amtrak, etc to secure grant funds to begin this regionally significant project	25 years	Track project progression for this effort

<i>PI-2 – PI-6</i> Accommodate alternative modes of transportation.	Construct approximately 50 miles of additional sidewalk	Add a condition to the STU criteria that considers & plans for the construction of sidewalk with roadway and new roadway projects	10 years	Track construction of all sidewalk miles
<i>PI-7 & PI-9</i> Provide a safe transportation system that can be sufficiently maintained	90 percent of the state system miles be in acceptable condition at the end of the multiyear program timeframe	IDOT to allocate a significant amount of money to improve the surfaces of their roadways. more money for Safety Projects	25 years	Keep track of the annual evaluations that are done on pavement conditions
	Lower the average number of traffic crashes in Tri-County region by 25%	Adopt and Implement the Tri-County Highway Safety Plan Continue to consider highway safety projects a high priority in STU criteria. Work with IDOT to allocate more Highway Safety Improvement Program (HSIP) funding to	10 years	Track the number of traffic crashes in the Tri-County region

		locations of high crash rates.		
	93 percent of structures to be in acceptable condition at the end of the multiyear program timeframe	State and Local governments allocate resources to bridge repair.	80%- 5 years 90%- 10 years 100%- 25 years	Track the sufficiency rating from IDOT SIMS (Structures Information Management System)
<i>PI-7 & PI-9</i> Provide a safe transportation system that can be sufficiently maintained	Lower traffic fatalities in the region by 33%	Adopt and Implement the Tri-County Highway Safety Plan. Continue to consider highway safety projects a high priority in STU criteria. Work with IDOT to allocate more HSIP funding to locations of fatal accidents when improvements can be made.	10 years	Track the number of fatal crashes in the Tri-County region
<i>PI-1</i> Educate citizens on proper road sharing techniques to accommodate	Educate citizens on proper road sharing techniques to accommodate all transportation modes.	Emphasize road sharing in driver's training courses IDOT, local municipalities, TCRPC, and	5 years	Keep track of numbers of attendees and dates of seminars/trainings

all transportation modes.		advocacy groups to host safety seminars that address various safety issues.		
<i>PI-7</i> Provide a safe transportation system.	Creation and adoption of ordinances for the snow/ice removal of sidewalks, bus stops, etc.	Local municipalities, IDOT, CityLink, and individual property owners to create and enforce ordinances	5 years	Track the maintenance of these roadways after a snow or ice activity.
<i>PI-8</i> Increase the use of the Intelligent Transportation Systems (ITS)	All new construction projects shall include empty ducts for future fiber optic lines	Add a condition to the STU criteria that suggests the installation of empty ducts when applicable	10 years	Track the installation of all miles of empty ducts along new road construction projects.
<i>PI-11</i> Ensure long-term maintenance of green infrastructure, both natural and man-made	Identify green infrastructure improvement opportunities in existing transportation project plans.	Conduct analysis on proposed transportation projects	5 years	Measured by the completion of plans.
	Conduct \$200,000 in green infrastructure improvement with new transportation projects.	Partner with EPA, IDNR and other natural resource agencies to secure grant funding	10 years	Measured by completion of green infrastructure projects.

THEME: BALANCED GROWTH

The link between the regional transportation system and land development is inextricable. For development to occur, certain infrastructure – such as systems that provide water, wastewater removal, and electricity – is needed. Transportation infrastructure also falls within this category. Before an area can be developed, infrastructure must be established to transport residents and users to and from the particular area.

Simply establishing transportation infrastructure to serve new development, however, is not enough. Careful attention must be paid to the factors exerting development pressure and the potential impacts of transportation infrastructure in order to ensure a proper balance between the transportation system and land use development. If transportation infrastructure is built to accommodate a quantity of development that does not occur, resources are wasted. Likewise, if transportation infrastructure cannot adequately accommodate the quantity of development that occurs, congestion can occur and infrastructure can prematurely fall into disrepair.

In order to strike this balance, this plan seeks to achieve a transportation system that will promote balanced growth. The term *balanced growth* can refer to several different situations, such as a balance between different land uses, a balance between land development and protection of natural resources, and a balance between land consumption and population. For the purposes of this plan, balanced growth refers to physical development that strikes a proper balance between land development, the transportation system, and natural resources, ensuring that advances in each of these disciplines do not occur at the expense of the other disciplines.

The need to achieve this balance in the Peoria-Pekin urbanized area is apparent from three of the eight Planning Principles promulgated by federal transportation legislation:

1. Promote efficient system management and operation;
2. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns; and
3. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

An approach to achieve balanced growth will support these principles. With respect to Principle 1, achieving balanced growth will ensure sufficient capacity exists in the transportation system to efficiently move users and goods. As for Principle 2, achieving balanced growth will help

ensure land planned for growth is developed to the extent that is planned. Finally, for Principle 3, the achievement of balanced growth will only occur with a well-connected transportation system that utilizes different modes.

Planning Principle: Promote efficient system management and operation.

Efficient System Goals and Objectives

- Create a transportation system that meets capacity and allows for efficient traffic circulation.
 - Improve north-south circulation in Tazewell and Woodford Counties.
 - Improve east-west circulation in the City of Peoria
 - Improve the connection between downtown Peoria and Peoria International Airport.
 - Identify specific transportation projects needed to accommodate expected growth in future land use plans.
 - Address expected traffic impacts when reviewing new development proposals.
 - Complete trip generation analysis for major development proposals to determine impact on transportation system.
 - Address impacts on land development when reviewing new transportation projects that utilize state or federal funding.
 - Minimize access points along arterial roadways.
- Create a transportation system that makes efficient use of rail and mass transit.
 - Improve access to Bloomington-Normal via transit or rail.
 - Increase availability of mass transit throughout the region.
 - Support City Link in implementing the findings of the 2009 Comprehensive Operational Analysis.
 - Establish schedules conducive to using mass transit.
 - Establish mass transit service between major trip generation points.
 - Establish a “park and ride” shuttle system to and from Peoria throughout the region.
- Investigate the feasibility of carpooling throughout the region.
- Build support for passenger rail service to the Peoria area.
- Develop passenger rail service that connects to major national rail routes, such as the Chicago-Los Angeles line via Galesburg.
- Investigate various funding options for expanding mass transit service.
 - Educate residents of the various funding options.

- Investigate expansion of taxing district for mass transit.
- Promote implementation of Regional Transit Study completed in 2008.
- Provide a transportation system that can be managed efficiently
- Reduce the costs of maintenance by requiring improved engineering standards for road design/construction
- New infrastructure is balanced with maintenance of existing infrastructure in a fiscally-sustainable approach
- Consider traffic circles and roundabouts where appropriate
- Improve access for safe, convenient, and economical movements of goods and people through access management practices
- Study conflicts between passenger and freight transportation
- Integrate IDOT into the transportation process as early as possible
- Increase communication and interaction between jurisdictions and agencies.
- Maintain a transportation project prioritization process to provide for the best use of available funding.

The determination of specific plan goals and the selection of projects to achieve balanced growth is based on the following review of data pertaining to congestion, land use development, and intermodal connectivity in the Peoria-Pekin urbanized area.

Efficient System Operation Data

Average Daily Traffic and Congestion

The transportation system in the Peoria-Pekin urbanized area operates efficiently when congestion does not occur. Congestion can be described as the condition where the level of performance does not meet the demand of using the transportation system. Where performance does meet demand, adequate capacity exists and the users move efficiently through the system.

The Peoria-Pekin urbanized area does not have an ongoing process for monitoring congestion, but data about the regional transportation system is available from which analysis of congestion in the region can occur. A review of average daily traffic counts in the region can help identify areas where congestion or the potential for congestion occurs. Table 4 presents selected average daily traffic counts that are among the highest in the region.

Table 4: Selected Average Daily Traffic Counts in Peoria-Pekin Urbanized Area.

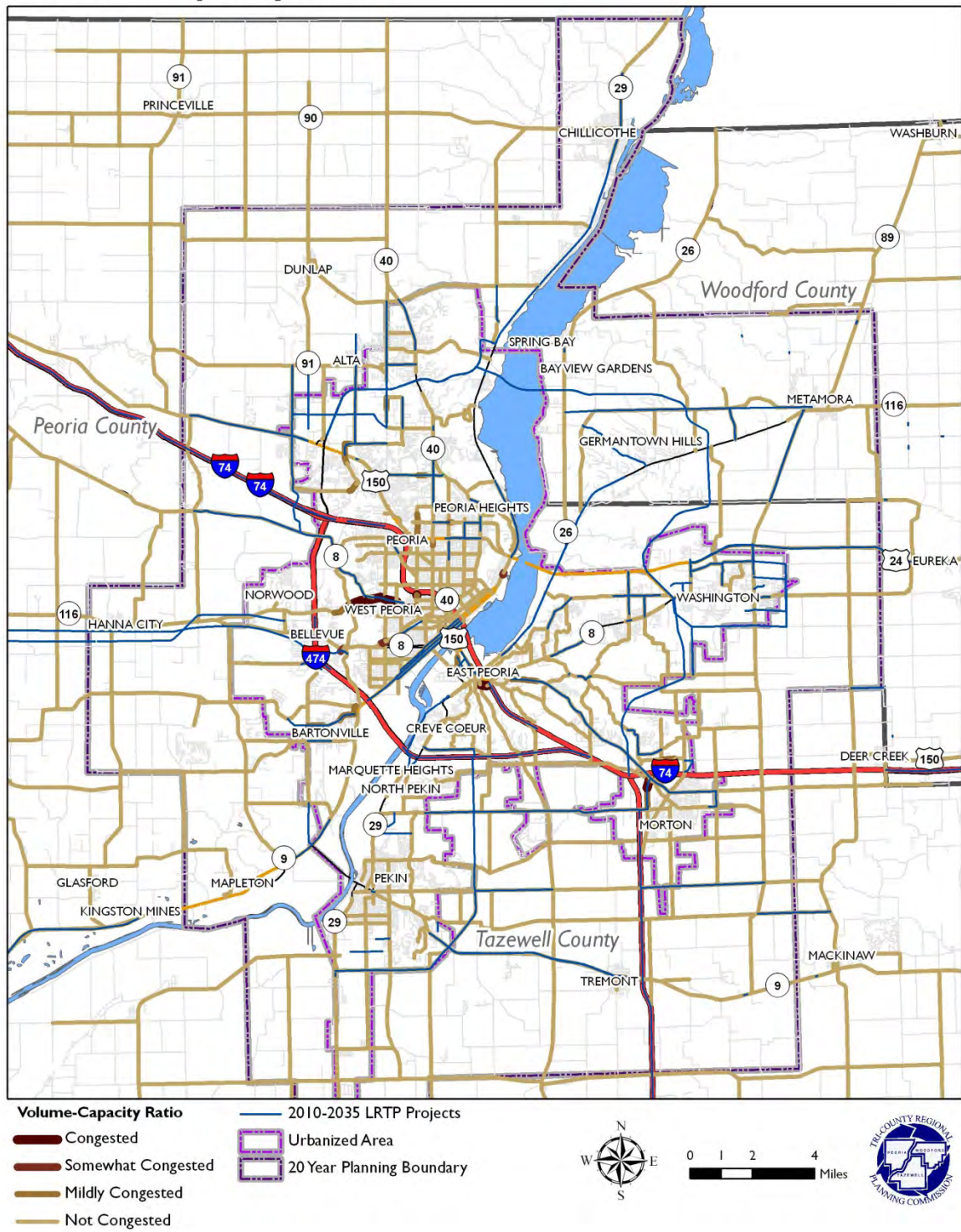
Roadway	Location	Count
Interstate 74	Murray Baker Bridge	56,600
Interstate 74	between Interstate 474 and Interstate 155	54,300
US 150	south of Allen Road	43,600
US 150	McClugage Bridge	37,900
Interstate 474	south of Interstate 74	36,300
Illinois 116	northeast of Interstate 74	30,900
Adams Street	Interstate 474	28,900
Illinois 29	south of Interstate 474	28,600
Illinois 116	north of US 150	28,300
Knoxville Avenue	north of Pioneer Parkway	27,300
US 24	east of Illinois 116	25,600
Court Street	east Pekin	25,100
Interstate 74	west of Peoria	23,900
Illinois 8	East Peoria	22,400
US 24 Business Route	Intersection with Cummings Lane	20,900



A review of average daily traffic counts by itself does not identify areas of congestion because *volume* is the only attribute that can be gleaned from the data. To identify areas of congestion, both *volume* and *capacity* of roadways is needed. Therefore, this review can help to identify areas where congestion may occur or has the potential to occur. According to the selected counts, congestion may occur or has the potential to occur at junctions of major interstate highways, Illinois River crossings, junctions of major state and federal highways, arterial roadways in urban areas, and junctions of major state or federal highways and interstate highways. Additionally, temporary congestion can occur during special events or inclement weather. In these instances, technology can be used to notify users of unique circumstances and preferred or alternative routes. Furthermore, fast growing areas such as north Peoria, Washington, and southern Woodford County near Germantown Hills possibly experience congestion. Moving forward, these areas should be monitored to determine the extent to which congestion occurs and the appropriate practices to be put in place to mitigate congestion.

A travel demand model developed for the Tri-County region provides information about congested roadways in the region. The model contains both the traffic volume on local roadways and the capacity of local roadways, and a volume-capacity ratio is available for different roadway segments. For the purposes of this plan, roadway segments with a volume-capacity ratio greater than 1.0 are defined as congested roadway segments. These segments – portions of Farmington Road in Peoria County, University Street in Peoria, Washington Street in East Peoria, and Detroit Avenue in Morton – are shown in Map 6.

Map 6: Volume-Capacity Ratio of Area Roadways.



A recent analysis of the volume and capacity of local highways was completed in December 2005 as part of a freight transportation study completed for the Heart of Illinois Regional Port District by Tri-County Regional Planning Commission and Heartland Partnership. The study compared the threshold level of service for average annual daily traffic (AADT) and percent truck traffic to the actual AADT and percent truck traffic for two lane highways, four lane highways, and four lane interstate highways in the region to identify local highways that operate at a subpar level of service. For example, the threshold level of service for AADT and percent truck traffic is 10,000 vehicles and 10 percent, respectively, for a two lane highway; any two lane highways that have an AADT of 10,000 and/or percent truck traffic of 10 percent or greater were identified as operating at a subpar level of service.

After this analysis was completed, the projected twenty year growth rate for highway freight transportation – 32 percent – was applied to identify the highways that could be operating at a subpar level of service in 2020. These highways are listed in Table 5 below.

Table 5: Highways with Projected Subpar Level of Service in 2020.

Highway	Location
Allen Road	south of Illinois Route 6
Illinois Route 116	between US Route 24 and Interstate 74
Illinois Route 117	between Eureka and Goodfield
Illinois Route 29	Pekin
Illinois Route 29	at Interstate 474
Illinois Route 40	portions in Peoria
Illinois Route 8	between Washington and East Peoria
Illinois Route 8	portions in Peoria
Illinois Route 98	in North Pekin and Morton
Interstate 74	crossing the Illinois River
Interstate 74	at Interstate 474
US Route 150	portions in Peoria
US Route 24	between Eureka and El Paso
US Route 24	through Washington
US Route 24	crossing the Illinois River
US Route 24	south of Mapleton
US Route 24	at Interstate 474

IDOT maintains traffic count information and monitors emerging congestion problems. The use of technology to communicate information to motorists and the improvement of intermodal connections to improve the flow of freight traffic have been proposed as ways of relieving

congestion. These are examples of practices that could be implemented to relieve congestion should it occur on local highways.

The potential for congestion is greatest during the particular portions of the morning and late afternoon when individuals are traveling to and returning from work and school. The times that workers leave home to go to work are presented in Table 6. Not surprisingly, the majority of workers leave home in the morning, with nearly one-third leaving between 7:00 a.m. and 7:59 a.m., nearly 45 percent leaving between 6:30 a.m. and 7:59 a.m., and nearly two thirds leaving between 6:00 a.m. and 8:29 a.m.

Table 6: Time Leaving Home to Go To Work in Peoria-Pekin MSA.

Time Leaving Home	No. of Workers	Percent of Total
Total	163,492	-
Did not work at home	159,168	100.0%
12:00 a.m. to 4:59 a.m.	4,613	2.9%
5:00 a.m. to 5:29 a.m.	3,875	2.4%
5:30 a.m. to 5:59 a.m.	7,347	4.6%
6:00 a.m. to 6:29 a.m.	14,399	9.0%
6:30 a.m. to 6:59 a.m.	18,866	11.9%
7:00 a.m. to 7:29 a.m.	24,932	15.7%
7:30 a.m. to 7:59 a.m.	27,717	17.4%
8:00 a.m. to 8:29 a.m.	14,331	9.0%
8:30 a.m. to 8:59 a.m.	7,125	4.5%
9:00 a.m. to 9:59 a.m.	5,970	3.8%
10:00 a.m. to 10:59 a.m.	3,146	2.0%
11:00 a.m. to 11:59 a.m.	1,449	0.9%
12:00 p.m. to 3:59 p.m.	12,832	8.1%
4:00 p.m. to 11:59 p.m.	12,566	7.9%
Worked at home	4,324	-

Moving forward, roadways that have the potential for congestion should be monitored during the morning hours when the majority of individuals are leaving for work and the corresponding late afternoon hours when individuals are leaving workplaces. In addition, alternative congestion management practices such as staggered work schedules and flexible work week schedules should be considered to spread vehicular traffic over longer periods of time and reduce workplace commutes.

Travel times to and from work also give an indication of possible congestion in the region. Travel times are affected by a variety of factors such as distance between home and work and

necessary stops during the commute, so no clear conclusion about congestion in the region can be drawn from travel time data. However, if travel time data is continuously monitored and significant increases in travel time occur, further analysis can be completed to determine what role, if any, congestion has in increasing travel times.

Travel times to work for the Peoria-Pekin MSA are presented in Table 7 below. Of all workers who do not work at home, more than 50 percent travel less than 20 minutes to work, and nearly 80 percent travel less than 30 minutes to reach their workplaces. Although these figures suggest congestion is minimal in the region, this data should be continuously monitored for increases in travel time in order to address possible congestion.

Table 7: Travel Times to Work in Peoria-Pekin MSA.

Travel Time	No. of Workers	Percent of Total
Total	163,492	-
Did not work at home	159,168	100.0%
Less than 5 minutes	7,473	4.7%
5 to 9 minutes	22,762	14.3%
10 to 14 minutes	28,606	18.0%
15 to 19 minutes	31,058	19.5%
20 to 24 minutes	26,947	16.9%
25 to 29 minutes	10,169	6.4%
30 to 34 minutes	16,132	10.1%
35 to 39 minutes	2,810	1.8%
40 to 44 minutes	3,013	1.9%
45 to 59 minutes	5,272	3.3%
60 to 89 minutes	2,713	1.7%
90 or more minutes	2,213	1.4%
Worked at home	4,324	-

Ultimately, a Congestion Management Process (CMP) for the region should be developed to mitigate future congestion. Utilization of a CMP – by its nature, an ongoing process – will allow for analysis of proposed transportation projects to determine their potential impact on congestion. Moving forward, development of a CMP can begin by establishing a congestion management subcommittee, defining a regional transportation network, determining performance measures for highway and transit services, and identifying relevant data sources. Once these tasks are completed, proposed projects can be analyzed for impact on congestion and the CMP can be calibrated. Considering the fact that congestion is not a widespread problem within the region, development of a CMP can help avoid significant future increases in congestion.

Efficient System Management

Sometimes, isolated events occur that reduce the efficiency of the transportation system. Construction projects, collisions, and emergency situations can lead to congestion and inefficient traffic flow. In these situations, the presence of intelligent transportation systems, or ITS, can effectively manage the transportation system by preventing congestion and maintaining adequate traffic flow.

ITS refers to the use of information and communications technology with the transportation infrastructure in order to manage the transportation system. ITS was used locally when improvements were being made to Interstate 74 in Peoria and East Peoria. For this project, surveillance cameras and traffic sensors were used to monitor traffic flow and gather real-time traffic information. When the information gathered indicated an issue that needed to be communicated, message boards along roadways and other communication processes were used to convey information to roadway users and emergency services personnel. The result was the provision of information to allow the transportation system to operate efficiently.

As discussed in the Public Infrastructure chapter, a Regional ITS Architecture was developed for PPUATS in 2006 to allow for the development of regional ITS. ITS is beneficial for enabling the transportation system to operate efficiently when unforeseen events occur. Therefore, the specific regional ITS activities listed in the Regional ITS Architecture document should be implemented to effectively manage the regional transportation system.

Planning Principle: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

Land Use Planning Goals

- Implement the recommendations of the Regional Plan (“Integrating Transportation and Resource Planning to Develop Ecosystem Based Infrastructure Projects”).
- Create a transportation network that is coordinated with land development to ensure safety, minimize congestion, optimize vehicle miles traveled, and ensure maintenance and functionality of the network.
- Build mixed, instead of separate, land uses.
 - Revise zoning standards to address form in addition to use.
 - Facilitate regional revision of zoning standards.

- Achieve more compact development and increased development density.
 - Revise zoning standards where appropriate.
 - Revise subdivision standards where appropriate.
 - Facilitate regional revision of zoning and subdivision standards.
- Achieve connectivity within land uses.
 - Provide direct connections between separate developments, such as residential subdivisions.
 - Provide for future connection between newly constructed local streets and undeveloped areas that likely will be developed in the future.
 - Revise subdivision standards to address cul-de-sacs by adopting a maximum length for dead-end streets.
 - Provide linkages between bicycle and pedestrian accommodations in separate residential subdivisions and commercial developments.
- Address agricultural preservation when developing new roadway projects.
- Support the establishment of transit-oriented development where feasible.
- Incorporate road design that promotes efficient circulation, economic development, and environmental protection.
- Use alternative road layouts in commercial areas.
 - Research reconstructions of commercial corridors that promote business development and revitalization. Review the reconstruction of Harlem Avenue in Chicago and the subsequent revitalization of the corridor.
 - Provide direct connections between separate commercial properties.
- Design roads that are sensitive to the surrounding context.
- Educate individuals about the environmental and financial benefits of narrower streets and decrease the width of residential streets
- Coordinate road design with appropriate departments such as planning and growth, public works, water, wastewater, and fire
- Design roads to reduce storm water runoff and facilitate improved storm water management
- Utilize transportation demand modeling to integrate land use and transportation planning
- Plan and implement road improvements prior to developing new subdivisions or commercial/industrial areas
- Encourage the private sector to share responsibility for and to participate in transportation improvements and programs
- Use complete street standards when building new roads or adding capacity to existing roads
- Ensure that the region continues to comply with EPA air quality attainment standards.

- Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight
- Implement the recommendations of the Greenways and Trails Plan for Peoria, Tazewell and Woodford Counties
- Establish a multi-modal freight facility that accommodates barges, trucks, and trains.
- Passenger rail is an option within and between urbanized areas
 - Develop a rail alternative (i.e. light rail, electric with wheels trolley or tram) between the Greater Peoria Airport and downtown
 - Passenger rail must be on time and dependable
 - Obtain passenger rail service from Peoria to Bloomington-Normal to connect to the St. Louis to Chicago Amtrak line
- Residents in the urbanized area have access to safe, affordable and accessible mass transit
 - Work with the Greater Peoria Mass Transit District (CityLink) to improve mass transit routes and schedules; for example, better accommodations for shift changes at employment centers
 - Work with CityLink to develop for a north transfer center
 - Research alternative ways of providing transit services throughout region (e.g., park and ride, shuttle-like service)
 - Improve transit options for the aging population and people with disabilities
 - Implement the recommendations of the Human Service Transportation Plan

Land Use Planning and Transportation

Promoting consistency between transportation improvements and planned growth and economic development patterns is crucial because achieving this objective will help achieve the other objectives that comprise this Planning Principle. Coordinating transportation improvements with planned growth patterns will protect and enhance the environment by consuming only that land which is necessary for growth and transportation improvements, enabling more land, including environmentally significant areas, to be preserved. Coordination will help promote energy conservation by reducing travel times and better enabling the use of mass transit, both of which will reduce the consumption of fuel and carbon dioxide emissions. Finally, coordination will improve the quality of life by reducing the time individuals spend traveling, improving air quality, and enabling the use of additional transportation modes for practical and recreational use.

The creation of this Long Range Transportation Plan coincides with a period of substantial land use planning in the region. The Regional Plan and local county land use plans either have been completed recently or are being completed. These planning processes provide timely data that can be used in this Plan to better coordinate transportation improvements with planned growth patterns.

Regional Plan (“Integrating Transportation and Resource Planning to Develop Ecosystem Based Infrastructure Projects”)

The Regional Plan was begun in the summer of 2008 for the entire Tri-County region to integrate the disciplines of land use development, transportation and environmental protection. The recognition that land use development and transportation improvements could be better coordinated in the region was one of the factors that initiated this planning process, and the recommendations the plan will produce for better coordinating land use development and transportation improvements will be beneficial for the region in the future. The Regional Plan also will include a section devoted to “Green Highways” that will provide recommendations on how transportation improvements can better promote natural resource protection by addressing stormwater runoff, habitat sustainability, and other topics. The recommendations of the Regional Plan for both better coordinating land use development with transportation improvements and “greening” our roadways should be considered in tandem with the recommended policies and projects from this Plan in the future to help achieve sustainable growth patterns and a sustainable transportation network.

Planned Growth Data

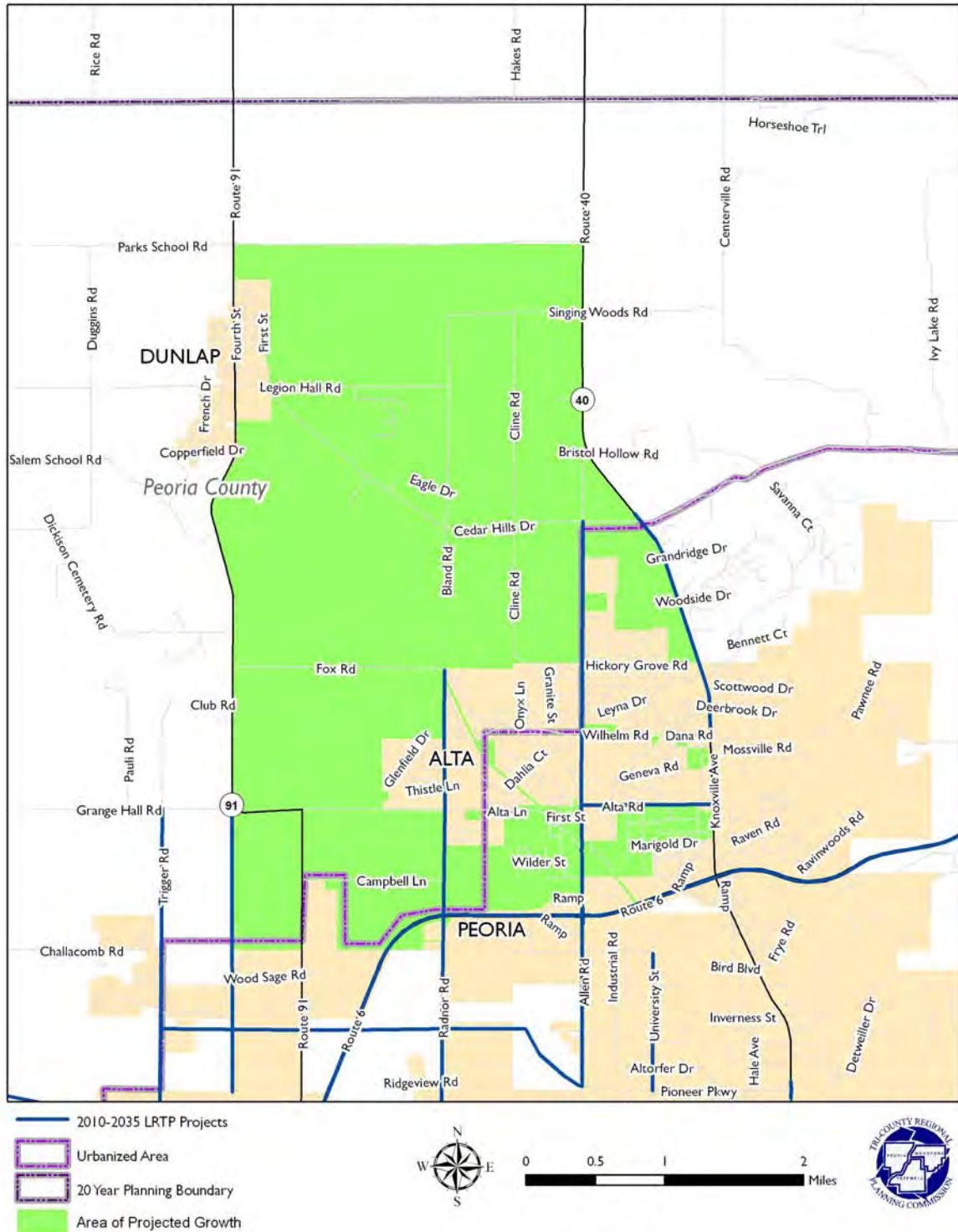
Local County Land Use Plans

Peoria County adopted its latest Comprehensive Land Use Plan in August 2009. The future land use map included with this plan directs future growth to be located adjacent to existing urban areas, around existing villages, and at Interstate 74 interchanges. The Plan identified one area of special interest that is witnessing tremendous growth and continued development pressure. This area, shown in Map 7, is located between the Village of Dunlap to the northwest and the City of Peoria to the southeast and is generally bounded by Illinois Route 91 to the west, Parks School Road to the north, and Illinois Route 40 to the east. This area will continue to be developed, and the intensity of development and the impacts on the regional transportation system should be carefully monitored to ensure the transportation system can safely and efficiently accommodate this growth.

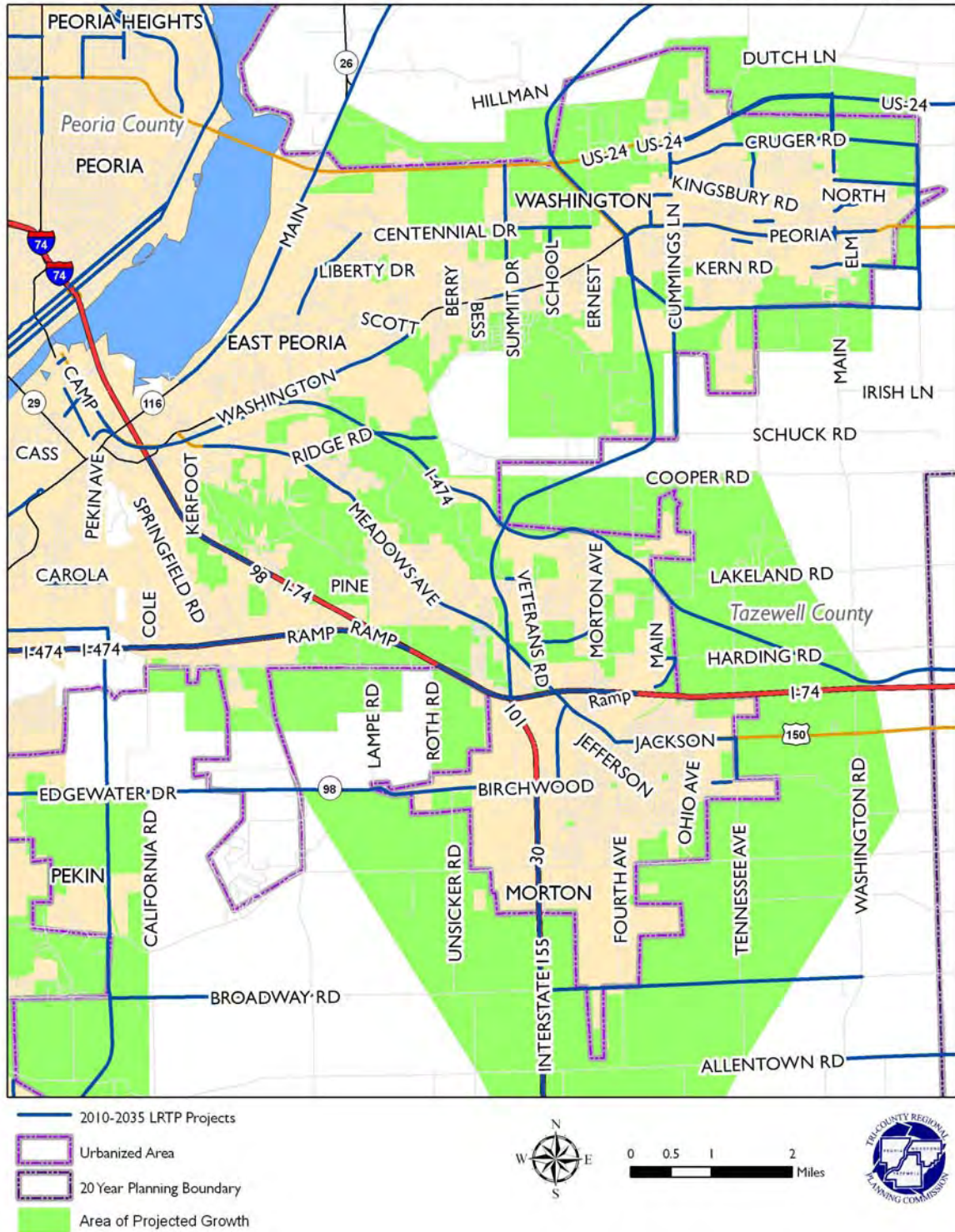
Tazewell County is in the process of updating its Comprehensive Land Use Plan. A review of recent building permits issued by the County conducted as part of the planning process reveals that the area north of Washington, the area between Washington, East Peoria and Morton, and the area between Pekin and Morton shown in Map 8 has experienced significant development pressure. In addition, the area northeast of Mackinaw and land east of Hopedale has experienced concentrated development where new subdivisions have been built. The areas adjacent to municipalities in northern Tazewell County and isolated residential subdivisions in the County should be monitored to ensure new development can be adequately served by the transportation system.

Woodford County also is in the process of updating its Comprehensive Land Use Plan. The area near Germantown Hills has experienced substantial population growth in recent years, and the western portion of the County encompassing Metamora, Germantown Hills, Spring Bay, and the proposed Eastern Bypass – shown in Map 9 – is targeted for future residential and commercial growth. Growth is also targeted for the areas that immediately surround communities such as El Paso, Eureka, and Roanoke. As elsewhere in the region, growth in Woodford County should be monitored and steered where it can be safely and efficiently served by the existing transportation system and suitable transportation improvements.

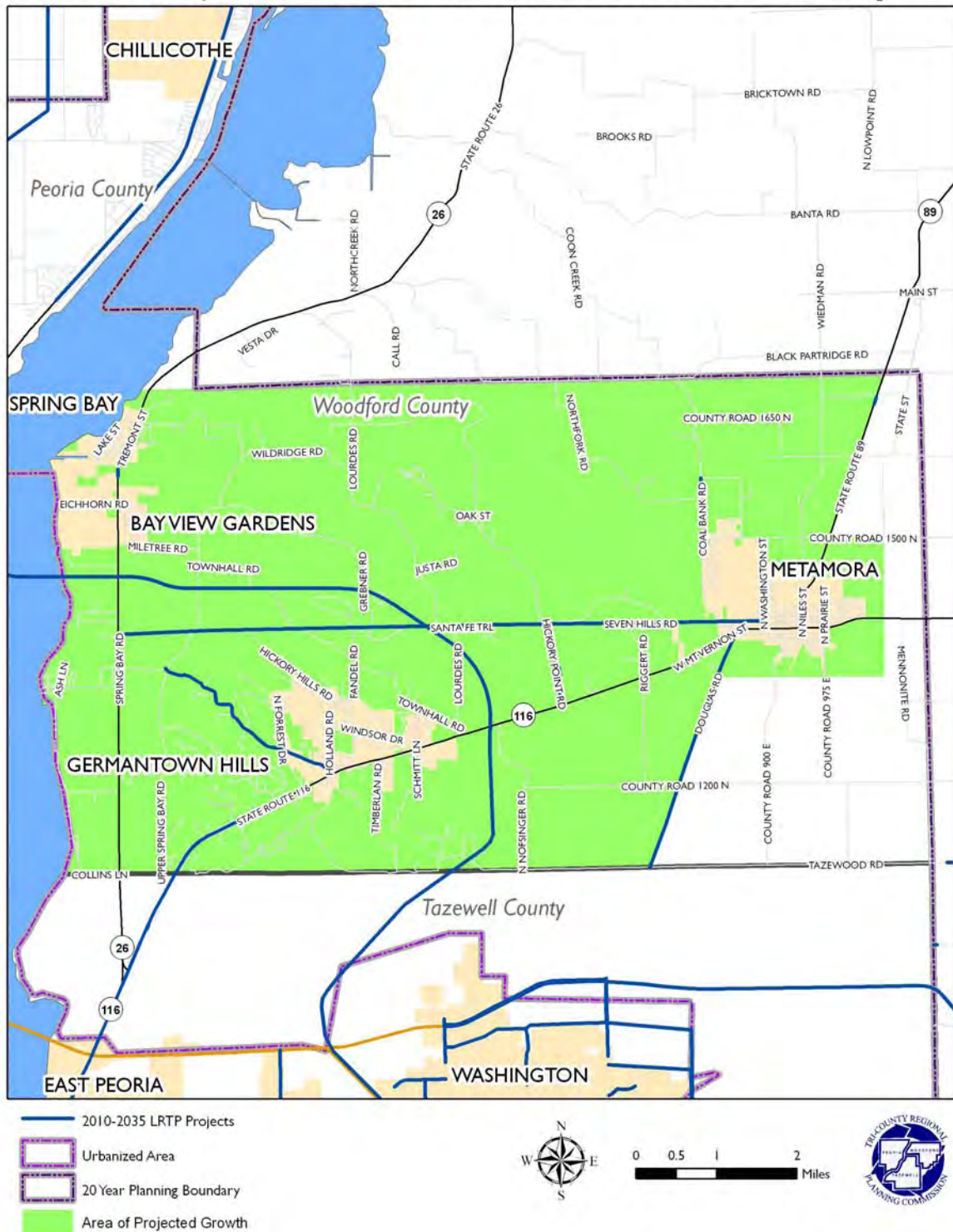
Map 7: Area of Projected Growth Between Peoria and Dunlap.



Map 8: Area of Projected Growth in Northern Tazewell County.



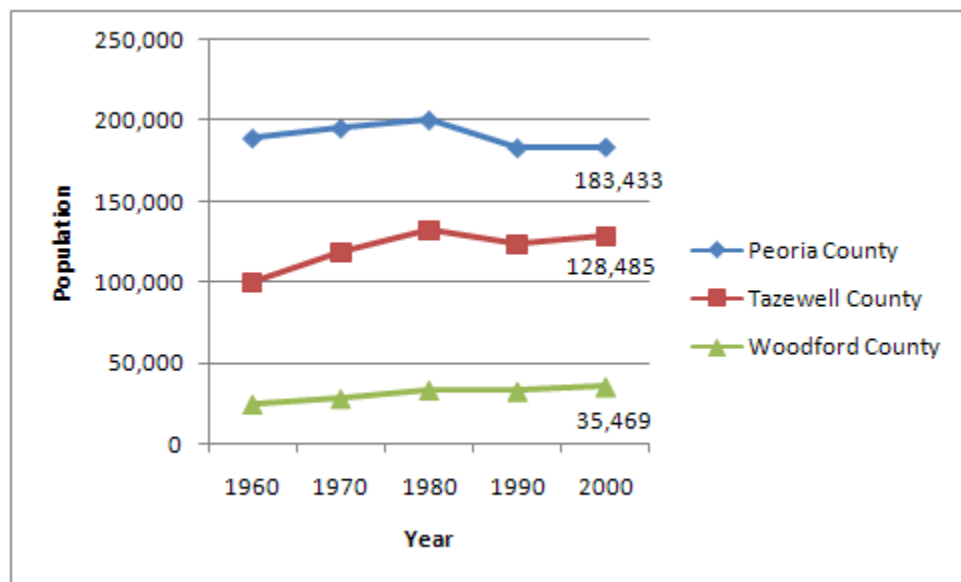
Map 9: Area of Projected Growth in Western Woodford County.



Population Trends

The expansion of the UA in the future is based on the simple assumption that the population of the Peoria area will grow and additional land will be developed to accommodate a larger population. The population of all three counties in the region has increased in every recent decade except for the 1980s, when the national economic downturn substantially impacted local manufacturing operations. Recent population dynamics for the three counties are presented in Chart 8 below. It is reasonable to assume that the regional population will continue to increase.

Chart 8: Population Change in Tri-County Region.



The important questions to answer for transportation planning are:

In what areas of the region will the population increase?

In what areas of the region will the population decrease?

Identifying these areas will help in the process of identifying needed transportation improvements for the region.

Recent population estimates indicate that Tazewell and Woodford Counties are growing while Peoria County is losing population. A comparison of the counties' population in 2000 with 2007 population estimates developed by the United States Census Bureau is presented in Table 8. Certainly, individual areas within each county are increasing in population while other areas are

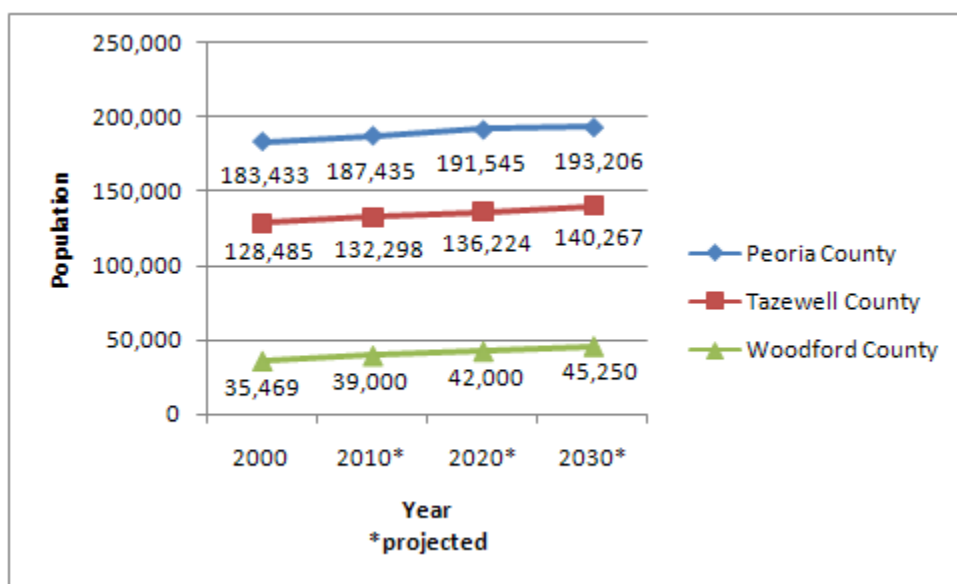
decreasing in population or have a population that remains fairly constant, so this data cannot be interpreted to mean that growth is only occurring east of the Illinois River. However, because Peoria remains by far the region's largest city, this data suggests that more individuals are living in Tazewell and Woodford Counties and traveling to Peoria for work, shopping, and recreation. The impact of these population dynamics must be considered when transportation improvements serving Tazewell and Woodford Counties and connecting these counties with Peoria are planned.

Table 8: Estimated Population Change in Tri-County Region from 2000 to 2007.

	2000	2007 (estimated)	Total Change	Percent Change
Peoria County	183,433	182,993	-440	-0.24%
Tazewell County	128,485	131,154	2,669	2.08%
Woodford County	35,469	38,017	2,548	7.18%

Population projections for each of the three counties were developed as part of each county's comprehensive land use planning process. Each projection forecasts an increase in population. The projected population increases are shown in Chart 9 below.

Chart 9: Projected Population Change in Tri-County Region.



The contrast between Peoria County's apparent population change from 2000 to 2007 presented in Table 8 and its projected future population presented in Chart 8 illustrates the difficulty of projecting future population change. For starters, changes in migration patterns,

changes in economic cycles, and natural disasters can have drastic impacts on population change in any given place; the future never can be accurately foreseen. In addition, different methods can be used to project future population change. These methods range from a simple population projection based on past trends to the more complex cohort population analysis that utilizes birth and death rates for different age groups and migration estimates to generate projections. Thus, depending on the method that is used and the assumptions that are made, different projections can be generated for the same locality.

Due to the difficult nature of projecting population change, it is wise to plan for a range of potential population scenarios. In addition, future population changes both countywide and in specific areas of the region should be monitored so that transportation improvements are targeted for appropriate locations. The population of any location is never static, and attention always must be paid to the factors driving population change to obtain a suitable understanding of changing population dynamics in the region.

Ultimately, for the purposes of this plan, the projections put forth in Chart 9 are the best estimates of future population change for the three counties in the region. Moderate absolute changes are expected, with the populations of Peoria and Woodford Counties increasing by approximately 10,000 residents from 2000 to 2030 and the population of Tazewell County increasing by approximately 12,000 residents during the same time period. The areas shown in Maps 7, 8, and 9 are expected to experience development as communities push outward. Additionally, Peoria will remain the dominant employment center of the region, so as growth occurs along the edges and outside of the AUA, the movement of people and goods between these areas and Peoria must be taken into account. Transportation improvements should accommodate increasing numbers of individuals traveling to and from Peoria safely and efficiently while serving the areas of the region that are best suited for development.

LEAM Forecasts

The University of Illinois at Urbana-Champaign has developed a computer-based land use model that projects the quantity and location of future development. Called the Land Use Evolution and Impact Assessment Model, or LEAM, the tool was used in 2003 to forecast future land use changes in the Tri-County region out to 2050. The information yielded by LEAM is valuable in projecting where transportation improvements should be targeted to serve an increased population and direct future growth to the optimal locations.

The forecasted land use changes generated by LEAM generally align with the forecasted areas of growth in Peoria, Tazewell, and Woodford Counties discussed in the *Land Use Planning*

section of this chapter. One significant finding from the LEAM forecast is that if land development occurs in the “business as usual” fashion, growth will occur primarily along major roadways, fostering leapfrog development and a sprawling development pattern. This development pattern does not reflect the integration of transportation and land development. Transportation improvements should be completed with an emphasis on the desired future land development pattern in order to steer new development toward the most appropriate areas.

Planning Principle: Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.

Enhanced Integration and Transportation

A well-integrated transportation system is important because the transportation system exists to move people and freight across many different land use types, from residential subdivisions to commercial shopping centers to industrial operations, to name only a few. In order for the system to efficiently and safely move people and goods, it cannot be developed in a static fashion. Rather, improvements to the transportation system must be made only after consideration is given to how the improvements will impact land use development, the natural environment, the movement of people, the movement of freight, and other factors that are directly impacted by the transportation system. A system that is integrated with these factors is a system that will efficiently and safely move people and goods across and through the region while promoting sound land use development, natural resource protection, and other goals a community may have.

Similarly, a transportation system must be well-connected to serve its users in an efficient and safe manner. The recent improvements made to Interstate 74 in Peoria illustrate the importance of connectivity within a transportation system. Prior to improvements, the westernmost interchange in Peoria existed at War Memorial Drive. The area near this interchange developed into one of the city’s major commercial areas, generating a substantial number of trips per day. The improvements to Interstate 74 included construction of a new interchange at Sterling Avenue west of War Memorial Drive to allow better access to this area. This improvement increased connectivity between Interstate 74 and the local street system, relieving congestion and improving efficiency in this area. Establishing connectivity both across modes and between different modes, such as automobiles and mass transit, will lead to these results.

Integration

The development of this Long Range Transportation Plan is one step in integrating the regional transportation system with the needs it serves. A well-functioning transportation system should promote balanced growth, facilitate economic development, advance green infrastructure, and represent wise investments in public infrastructure. This plan puts forth goals and objectives for the regional transportation system that pertain to these topics, and this represents the fashion in which future plans and studies should be developed. Whether they be land use plans, environmental protection plans, economic development studies, or future versions of this Plan, future planning exercises should thoroughly examine the impacts of the topic of study on the transportation system to ensure an integrated transportation system is developed and maintained.

Another document that will guide the integration of the transportation system with regional needs is the Regional Plan. This plan is currently being developed by Tri-County Regional Planning Commission to identify ways in which land use development, the transportation system, and environmental protection can be strengthened in the region without hindering any one of these disciplines. This plan is discussed in further detail in the *Land Use Planning* section above and should be referred to in the future to guide transportation decisions.

Connectivity

The movement of people and the movement of freight each require careful attention because of the distinct differences between the two processes. The most important difference is the primary modes utilized by each process. The movement of people is facilitated by automobiles, mass transit, bicycles, and pedestrian accommodations. The movement of freight is facilitated by trucks, trains, barges, and airplanes. Recognition of the different modes used in these processes enables the identification of possible connections between modes, and recently, new connections have begun to be explored.

Connectivity Between Modes for Movement of People

One primary connection for movement of people is that between automobiles and mass transit. Establishing a connection between these modes via a “park and ride” arrangement offers multiple benefits to the user and the transportation system. The user benefits by having a direct trip to his or her destination while being able to complete other activities in lieu of driving. The transportation system benefits by reduced vehicular traffic and reduced carbon

dioxide emissions. The idea of a park and ride arrangement in the region recently has been raised.

A Comprehensive Operations Analysis (COA) was completed for CityLink in April 2009 by Connetics Transportation Group. The COA provided a thorough review of CityLink's fixed-route transit services and identified opportunities to optimize those services. One recommendation was a new transit route to provide peak-hour express service between a park and ride facility in North Peoria, Downtown Peoria, and Caterpillar's East Peoria facilities. No park and ride facility currently exists in North Peoria; Northwoods Community Church at the intersection of Allen Road and Wilhelm Road was identified as a potential facility subject to negotiations and an agreement with the church.

This arrangement would be beneficial given the status of North Peoria as a fast-growing residential area and the status of Downtown Peoria and East Peoria's Caterpillar facilities as major employment centers. The proposed transit route would travel along Knoxville Avenue, Illinois Route 6, and Interstate 74, three heavily-travelled roadways. Reducing traffic along these roadways could be a major benefit of the proposed service, and the identification and implementation of other park and ride arrangements, where feasible, would improve the efficiency of the regional transportation system.

Connectivity Between Modes for Movement of Freight

Enabling connections between different modes for the movement of freight has received increased attention recently. According to the Supply Chain Logistics and Transportation Indicator Study completed for the Heart of Illinois Regional Port District, or TransPORT, in 2005, intermodal traffic – such as the movement of containers via rail and either truck or barge/ship – was the fastest growing segment of the rail freight industry from 1995 to 2004. Due to the increasingly global nature of manufacturing and longer, more complex supply chains, intermodal freight transportation has become important in making supply chains more efficient.

The mission of TransPORT is to promote the creation of transportation and industrial employment opportunities for the region, in part through enhancing the development of intermodal freight facilities within the six counties that comprise the District. To that end, the Supply Chain Logistics and Transportation Indicator Study identified thirteen sites along the Illinois River within the District that could serve as new or expanded port facilities. The majority of the sites identified are located near a state or federal highway and a railroad to allow for intermodal capability. TransPORT is working to redevelop one of these sites, a former

Caterpillar foundry at Mapleton in southern Peoria County, into an industrial park for businesses seeking to utilize road, rail, and river transportation. The work of TransPORT will continue to emphasize intermodal connections in promoting the freight transportation industry in the region.

Balanced Growth and Theme Relationships

The composition of urban growth in a region defines a community. The balance of work force developments, parks and recreation, and green infrastructure are the building blocks. The transportation system is what makes the community go. As stated by Randy Blankenhorn, director of Chicago Metropolitan Agency on Planning, at the 2009 PPUATS Transportation Symposium, the roads and trails are not the end product; they are a mechanism to achieve a thriving community that can transport goods and services efficiently. Roads and trails themselves cannot create efficiency; communities must be thoughtfully built to decrease travel distances and provide alternative transportation methods to the private automobile. Transportation planners must *plan* with land use planners instead of *reacting* to each other. It is only with this vital communication that the region's leaders can achieve balanced sustainable communities that foster a greater quality of life and a healthy economy for the communities of Central Illinois.

Balanced Growth Goal Matrix

The table below is a matrix comparing the balanced growth goals with summary goal statements for each of the remaining themes. The "x" indicates that the goal complements the theme, "o" indicates the goal conflicts with the theme, and "NA" indicates that the goal is not applicable to a theme. The matrix is a device to assist in the prioritization of the goals and to set a framework for policy improvements. Goals that complement all themes, for example, will take precedence in implementation over goals that are incompatible with other regional themes. The goals are compared against the following summary theme statements:

- **Public Infrastructure:** the goal increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.
- **Economic Development:** the goal benefits existing regional business/industry, or provides impetus for new net job growth.
- **Green Infrastructure:** the goal improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

Identification Number	Balanced Growth	Economic Development	Green Infrastructure	Public Infrastructure
BG-1	Create a transportation system that meets capacity and allows for efficient traffic circulation.	x	NA	x
BG-2	Create a transportation system that makes efficient use of rail and mass transit.	x	x	x
BG-3	Investigate the feasibility of carpooling throughout the region.	x	x	x
BG-4	Build support for passenger rail service to the Peoria area.	x	x	x
BG-5	Develop passenger rail service that connects to major national rail routes, such as the Chicago-Los Angeles line via Galesburg.	x	x	x
BG-6	Investigate various funding options for expanding mass transit service.	x	x	x
BG-7	Promote implementation of feasible and pertinent components of the Regional Transit Study completed in	x	x	x

	2008.			
BG-8	Provide a transportation system that can be managed efficiently.	x	NA	x
BG-9	Reduce the costs of maintenance by requiring improved engineering standards for road design/construction.	x	x	x
BG-10	New infrastructure is balanced with maintenance of existing infrastructure in a fiscally-sustainable approach.	x	x	x
BG-11	Consider traffic circles and roundabouts where appropriate.	x	NA	x
BG-12	Improve access for safe, convenient, and economical movements of goods and people through access management practices.	x	NA	x
BG-13	Study conflicts between passenger and freight transportation.	x	x	x
BG-14	Integrate IDOT into the transportation process as early as possible.	x	x	x

BG-15	Increase communication and interaction between jurisdictions and agencies.	NA	NA	NA
BG-16	Maintain a transportation project prioritization process to provide for the best use of available funding.	x	NA	x
BG-17	Implement the recommendations of the Regional Integrated Land Use, Environment and Transportation Plan for Peoria, Tazewell and Woodford Counties.	x	x	x
BG-18	Create a transportation network that is coordinated with land development to ensure safety, minimize congestion, optimize vehicle miles traveled, and ensure maintenance and functionality of the network.	x	NA	x
BG-19	Build mixed, instead of separate, land uses.	x	x	x

BG-20	Achieve more compact development and increased development density.	x	x	x
BG-21	Achieve connectivity within land uses.	x	NA	x
BG-22	Address agricultural preservation when developing new roadway projects.	x	x	x
BG-23	Support the establishment of transit-oriented development where feasible.	x	x	x
BG-24	Incorporate road design that promotes efficient circulation, economic development, and environmental protection.	x	x	x
BG-25	Use alternative road layouts in commercial areas.	x	NA	x
BG-26	Design roads that are sensitive to the surrounding context.	x	x	x
BG-27	Educate individuals about the environmental and financial benefits of narrower streets and decrease the width of residential streets.	NA	x	x

BG-28	Coordinate road design with appropriate departments such as planning and growth, public works, water, wastewater, and fire.	x	x	x
BG-29	Design roads to reduce storm water runoff and facilitate improved storm water management.	x	x	x
BG-30	Utilize transportation demand modeling to integrate land use and transportation planning.	x	x	x
BG-31	Plan and implement road improvements prior to developing new subdivisions or commercial/industrial areas.	x	x	x
BG-32	Encourage the private sector to share responsibility for and to participate in transportation improvements and programs.	x	NA	x
BG-33	Use complete street standards when building new roads or adding capacity to existing roads.	x	x	x

BG-34	Ensure that the region continues to comply with EPA air quality attainment standards.	x	x	x
BG-35	Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.	x	x	x
BG-36	Implement the recommendations of the Greenways and Trails Plan for Peoria, Tazewell and Woodford Counties.	x	x	x
BG-37	Establish a multi-modal freight facility that accommodates barges, trucks, and trains.	x	NA	x
BG-38	Passenger rail is an option within and between urbanized areas.	x	x	x
BG-39	Residents in the urbanized area have access to safe, affordable and accessible mass transit.	x	x	x

Priorities and Performance Measures

All balanced growth goals that either complement or do not apply to the remaining theme statements are a priority for the purposes of this comprehensive plan. The only goal that contradicts one of the other themes – and thus is not a priority – is BG 10: “New infrastructure is balanced with maintenance of existing infrastructure in a fiscally-sustainable approach.” The table below details the performance measures related to the Balanced Growth Subcommittee goals.

Sub-Committee Goal	Performance Goal	Mechanism to Accomplish the Goal	Timeframe	Measurement
<i>BG-1</i> Create a system that meets capacity and allows for efficient circulation.	95 % of all roadways have a volume-capacity ratio less than 1.	A combination of denser land development patterns, increased mass transit usage, and new road construction.	25 years	Comparison of future volume-capacity ratios to current volume-capacity ratios.
<i>BG-2</i> Create a transportation system that uses rail and mass transit.	Addressed in “Public Infrastructure” and “Economic Development.”			
<i>BG-3</i> Investigate carpooling.	Meetings with potential providers and users to determine feasibility.	TCRPC can maintain contact with iCarpool and use incoming funding to promote carpooling.	5 years	Number of meetings held.
<i>BG-4</i> Build support for passenger rail.	Addressed in “Public Infrastructure” and “Economic Development.”			

<i>BG-5</i> Develop passenger rail service.	Passenger rail service that accesses the Chicago-Los Angeles route.	IDOT, Amtrak, local governments, and other entities can work together to examine feasibility of connection.	25 years.	Number of meetings held and existence of studies examining this connection.
<i>BG-6</i> Investigate various funding options.	Completion of study that analyzes feasibility of different funding options for expanding mass transit service.	TCRPC, CityLink and appropriate local governments listed in Regional Transit Study can work together to obtain funding for study.	5 years	Existence of study.
<i>BG-7</i> Promote implementation of Regional Transit Study.	Implementation of feasible and pertinent components of the Regional Transit Study completed in 2008.	TCRPC and CityLink can work with local entities to identify opportunities for implementing study's recommendations.	25 years	Comparison of future transit conditions with existing transit conditions.
<i>BG-8</i> Provide a system that can be managed efficiently.	Addressed in "Public Infrastructure."			
<i>BG-9</i> Reduce the costs of maintenance.	Improvement of engineering and design standards for road design and construction.	PPUATS can discuss changes to existing engineering and design standards on a regional basis.	25 years	Number of discussions held and changes in engineering and design standards.

<i>BG-10</i> Balance new infrastructure and maintenance of existing infrastructure.	No associated performance goal; maintenance must be considered on a case-by-case basis.			
<i>BG-11</i> Consider traffic circles and roundabouts.	Greater awareness of traffic circles and roundabouts as design solutions.	PPUATS can discuss the instances in which traffic circles and roundabouts can be appropriately used.	5 years	Number of discussions held at PPUATS meetings.
<i>BG-12</i> Improve access through access management practices.	No associated performance goal.			
<i>BG-13</i> Study conflicts between passenger and freight transportation.	A study that identifies locations where substantial conflict between passenger transportation and freight transportation exists.	TCRPC can work with TransPORT to complete the study.	10 years	Presence of study.
<i>BG-14</i> Integrate IDOT as early as possible.	No associated performance goal.			

<i>BG-15</i> Increase communication between jurisdictions.	No associated performance goal.			
<i>BG-16</i> Maintain a transportation project prioritization process.	No associated performance goal.			
<i>BG-17</i> Implement the Regional Plan.	Implementation of the Regional Integrated Land Use, Environment and Transportation Plan for Peoria, Tazewell and Woodford Counties.	TCRPC can work with local entities to identify opportunities for implementing study's action items.	25 years	Comparison of future land use, environmental, and transportation conditions with existing conditions.
<i>BG-18</i> Create a transportation network that is coordinated with land development.	No associated performance goal.			

<i>BG-19</i> Build mixed land uses.	Development regulations that allow for more mixed-use development, increased density, and connectivity within land uses.	TCRPC can promote the advantages of these development patterns among PPUATS communities.	10 years	Presence of revised development regulations.
<i>BG-20</i> Achieve more compact development.	Addressed under BG-19.			
<i>BG-21</i> Achieve connectivity within land uses.	Addressed under BG-19.			
<i>BG-22</i> Address agricultural preservation.	Recognition by sponsoring agency of impact of new projects on agriculture.	Local farm bureaus can provide comments on how the impacts of proposed projects on agriculture can be mitigated.	5 years	Presence of farm bureau reports that outline steps to mitigate impacts of proposed projects on agriculture.
<i>BG-23</i> Support transit-oriented development.	TCRPC meetings with CityLink to identify under what conditions transit-oriented development will be feasible.	TCRPC can meet with CityLink and disseminate appropriate information to PPUATS.	5 years	Number of meetings held discussing this topic.

BG-24 Incorporate road design that promotes efficient circulation, economic development, and environmental protection.	No associated performance goal.			
BG-25 Use alternative road layouts in commercial areas.	Addressed under BG-9.			
BG-26 Design roads that are context-sensitive.	Addressed under BG-9.			
BG-27 Educate individuals about benefits of narrower streets.	Three (3) presentations that discuss the benefits of low impact development, and, specifically, less impervious surface.	TCRPC can present its low impact development research at local seminars, city council, and county board meetings.	5 years	Number of presentations given.

<i>BG-28</i> Coordinate road design with appropriate departments.	Addressed under BG-9.			
<i>BG-29</i> Design roads to reduce storm water runoff.	Addressed under BG-9.			
<i>BG-30</i> Utilize transportation demand modeling.	Maintenance of existing travel demand model to assess impacts of changes in the transportation system.	TCRPC can work with appropriate subcontractors to maintain existing model.	5 years	Number of times the model is used and updated.
<i>BG-31</i> Plan and implement road improvements prior to new development.	No associated performance goal.			
<i>BG-32</i> Encourage the private sector to share responsibility for transportation improvements.	A report that identifies existing programs that involve the private sector and potential approaches that could work in this area.	TCRPC can seek funding for a report and can work with local entities to complete a report.	5 years	Presence of report.

<i>BG-33</i> Use complete street standards.	Addressed under BG-9.			
<i>BG-34</i> Ensure that the region complies with air quality standards.	Compliance with EPA air quality attainment standards.	Continue building the regional trail system, promote and expand public transit, support infill development, and execute a regional ride share program.	25 years	Comparison of pollutant levels with air quality attainment standards.
<i>BG-35</i> Enhance the integration and connectivity of the transportation system.	No associated performance goal.			
<i>BG-36</i> Implement the Greenways and Trails Plan.	Implementation of the Greenways and Trails Plan for Peoria, Tazewell and Woodford Counties.	TCRPC can work with local entities to identify opportunities for implementing the plan's action items.	25 years	Comparison of future total length of greenways and trails with existing total length.
<i>BG-37</i> Establish a multi-modal freight facility.	Establishment of a multi-modal freight facility that accommodates barges, trucks, and trains.	TransPORT can continue its work to establish such a facility.	25 years	Presence of the facility.

<i>BG-38</i> Passenger rail is an option within and between urbanized areas.	Addressed in “Public Infrastructure” and “Economic Development.”			
<i>BG-39</i> Residents have access to mass transit.	Addressed in “Public Infrastructure.”			

THEME: ECONOMIC DEVELOPMENT

Planning Principle: Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency.

Economic Goals

- Support business development and growth throughout the region in growth areas designated by local growth and development plans
- As the economy recovers and grows there will be increased demand for trained workers in materials handling and warehousing. If this demand is not met, it will be an impediment to the growth/success of logistic industry businesses. It is necessary to develop enhanced curricula in this sector at the community college level and market these programs to non-college bound and at-risk students at high schools in the region
- Rail freight is important to the regional economy
 - Support intermodalism – the movement of freight by rail and another form of transportation
 - Improve track maintenance
 - Improve movements of goods
- Coordinate transportation goals and priorities with known brown field adaptive re-use projects so that the logistics and distribution amenities will attract developers and incentivize investors.

Planning Principle: Increase the accessibility and mobility of people and for freight.

Accessibility and Mobility Goals

- Strong and direct connections between the Peoria region and the Chicago area (secondarily St. Louis and Springfield) are critical for business growth and prosperity. There are two ways to increase that connectivity. First, create a rail link to the existing Amtrak station at Normal, or alternatively expand the current minimal bus service. This becomes especially important as that rail corridor is upgraded to allow for 110 mph passenger train traffic. Second, it is vital that the Peoria region be situated adjacent to 220 mph high speed rail corridor that is developed between Chicago and St. Louis.
- The area workforce must have multiple methods for commuting back and forth to work. As employees often live and work in different communities and businesses operate on multiple shifts, it is important that public transportation systems in the region continue

to consider geographic expansion, system coordination and both traditional as well as demand/response services to meet these needs.

- To allow for the continuation and growth of business throughout both the United States and the globe by Peoria based companies, it is imperative that the region be well served with air service. The Peoria International Airport with strong support from the business community must continue to pursue expanded passenger air service to encompass new carriers and a greater selection of connecting hubs. Additionally, as Chicago is the primary hub (and will likely remain in that position) it is important to examine alternatives for increasing reliability of air connections through O'Hare given its current congestion and weather related delays.
- Just as passenger service is important to the business community's growth so is access to air freight. Therefore it is important to implement measures recommended by the recent regional air cargo study to maximize utilization of handling facilities at Peoria International Airport.
- Virtually all significant metropolitan areas in the nation have a ring road or by-pass system of roadways that circle the region. In Central Illinois, only about two-thirds of that system exists. Such a road system serves as a circulator for residents and provides easy and efficient ingress and egress for freight regardless of where in the region it starts or ends. The effective flow of freight and people is critical to commerce. Currently the EDC is conducting a study to define the specific economic development goals of the communities that would be impacted by a complete ring road system.
- As the Illinois River carries a significant amount of barge traffic and because the Illinois River remains open to that traffic year-round the expansion of the Peoria Lock and Dam to a 1200 ft lock chamber is an important tool for increasing the growth of logistics in the region. The agriculture community is also reliant on the use of barge for transportation. The area must continue to advocate for the advancement of schedule for the expansion construction, currently slated for completion in 2026.
- With the widened Panama Canal to come on line in 2014, develop and nurture pilot projects for handling of ocean containers by river barge between Peoria region and the Gulf coast.
- Support funding for the design and construction of a public marine terminal at the Heart of Illinois Regional Port District site in Mapleton, to service the commercial waterway transportation needs of the region.
- Ensure an adequate network of farm-to-market roads and ensure roads can accommodate agricultural traffic without sustaining excessive damage.

Economic Development and Transportation

In approaching this iteration of the LTRP, it was evident that a multi-faceted approach was necessary to clearly examine the issues and forces that affect the planning and development of transportation infrastructure in the Tri-County Area. When developing themes to guide the planning process it became clear that the wants and needs of the business community needed to be taken into consideration when planning for the future of the region's transportation infrastructure.

While that statement could be applied to every urbanized region across the country, this holds especially true in Peoria due to the multi-national manufacturing companies that call this region home. It is important to take into consideration the shifting transportation needs of manufacturing giants such as Caterpillar Inc., Komatsu Mining Systems, and Keystone Steel and Wire, while not forgetting the issues facing smaller, non-manufacturing businesses as well.

In order to gather input from the business community it was necessary to reach out to many different individuals and organizations. These included local chambers of commerce, municipal economic development officials, TransPORT (a local port authority), representatives of the trucking industry, Peoria International Airport representatives, and the Peoria Economic Development Council (EDC). A committee of these individuals met twice in order to identify transportation goals and objectives that support economic development in the Tri-County Region.

Economic Development Data

Population

This population data, and all subsequent data, was garnered using statistics from the 2000 census, the most recent complete census data available at the time this report was completed.

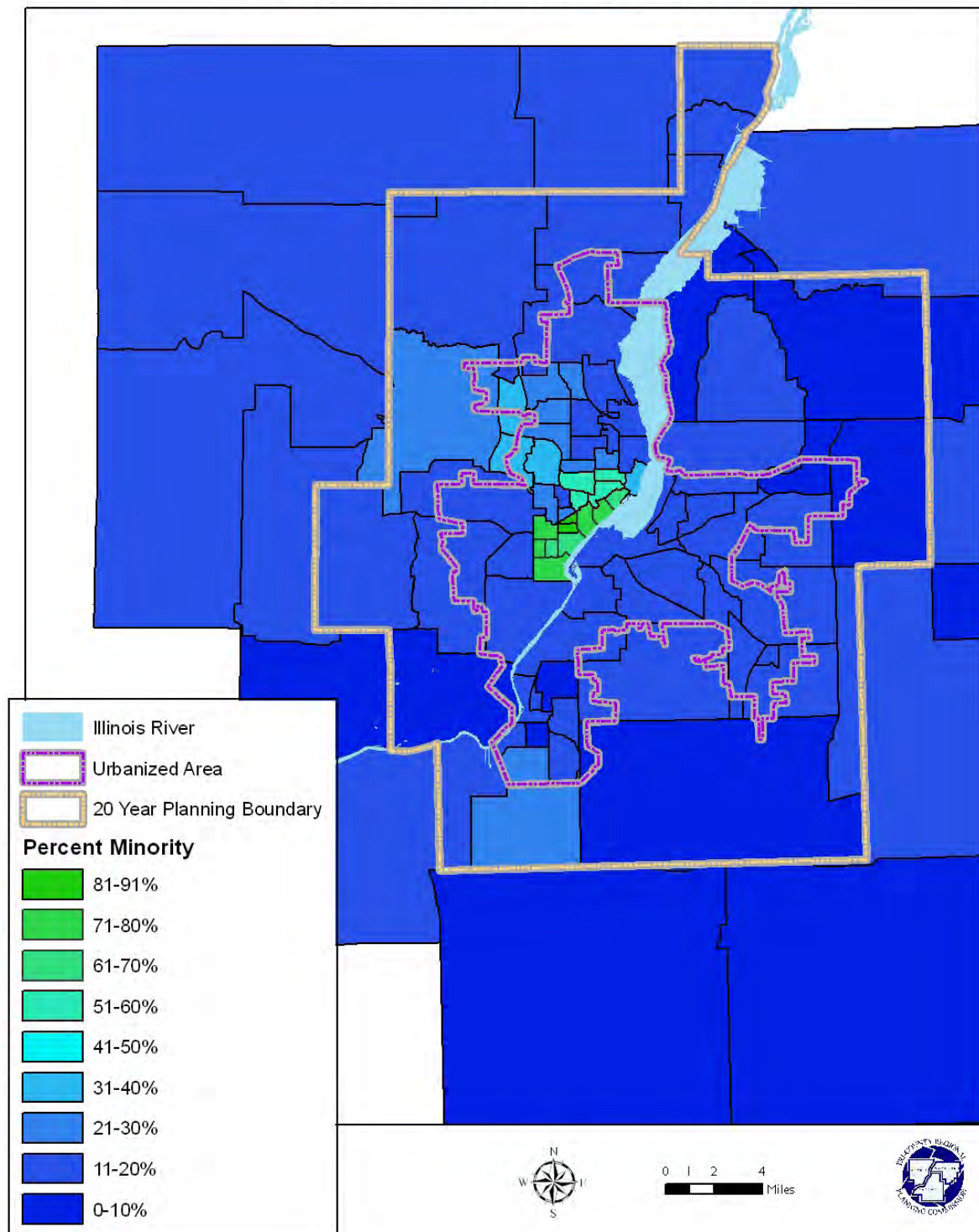
Table 9: Population of Local Counties and Municipalities.

Location	Population	Location	Population	Location	Population
Peoria County	183433	Tazewell County	128485	Woodford County	35469
West Peoria	4762	South Pekin	1162	Spring Bay	436
Peoria	112936	Pekin	33857	Germantown Hills	2111
Peoria Heights	6635	Tremont	2029	Metamora village	2700
Hanna City	1013	Washington	10841		
Mapleton	227	East Peoria	22638		
Dunlap	926	Morton	15198		
Bellevue	1887	North Pekin	1574		
Chillicothe	5996	Creve Coeur	5448		
Bartonville	6310	Marquette Heights	2794		
Norwood	473				

Minority Population

The minority population in this region resides almost entirely within the City of Peoria and Peoria County.

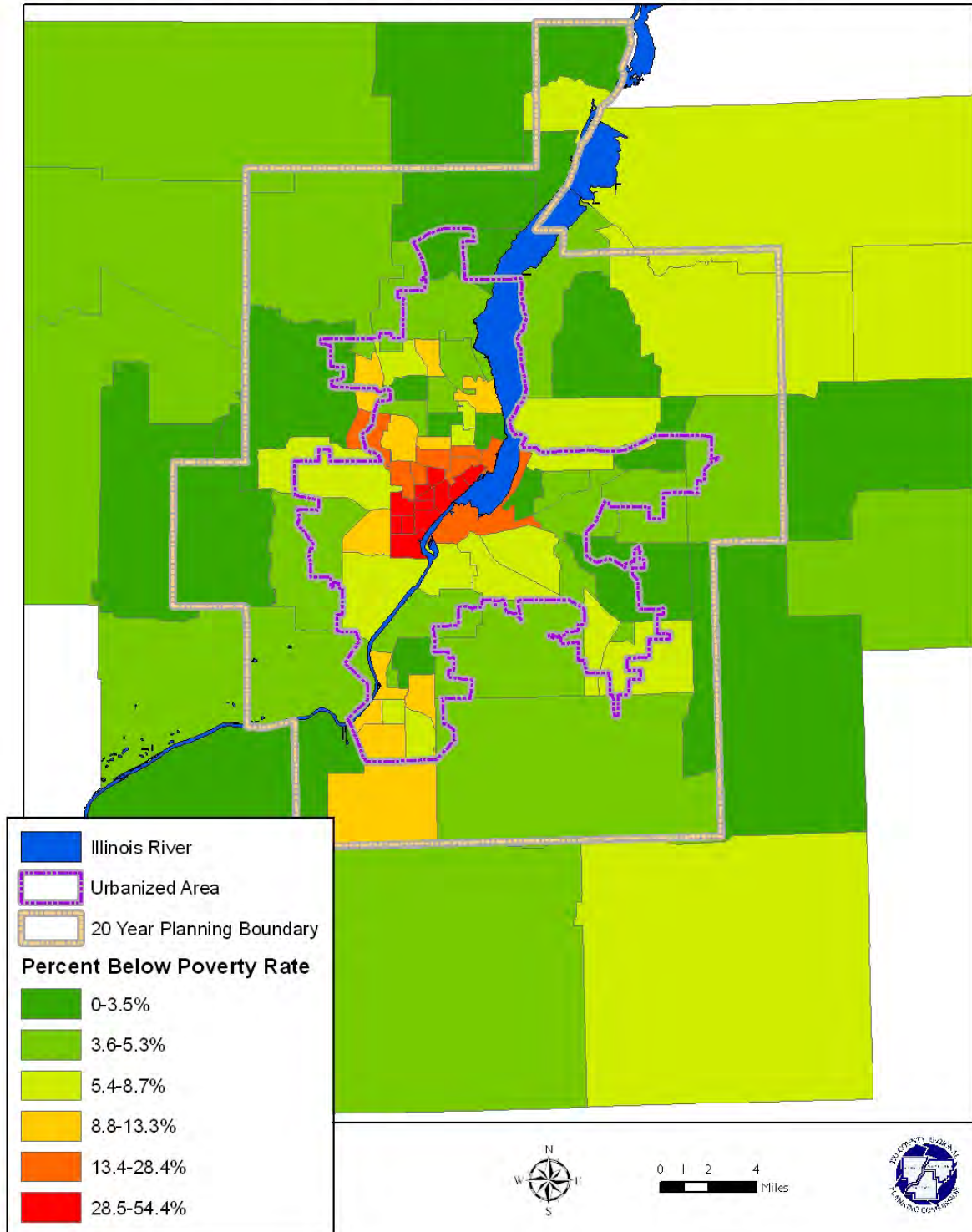
Map 10: Percent Minority by Census Tract.



Poverty Levels

Poverty levels were identified by determining the number of households in each county and municipality that had an annual income under \$14,150 in the year 2000.

Map 11: Percent Below Poverty Line by Census Tract.



Top Employers

The top employer in the Tri-County Region is Caterpillar Inc., which employs over 15,000 employees. These jobs range in type from labor-centric jobs, such as forklift operators to positions that require high levels of education, such as industrial engineers. Table 10 lists the top 15 employers in the region.

Table 10: Top Employers of the Region.

Employer	Municipality	Employee Count (~)
Caterpillar Inc.	Multiple	15,000+
Keystone Steel & Wire	Bartonville	1,500
Peoria School District 150	Peoria	1,500
OSF St. Francis Medical Center	Peoria	1,500
Methodist Medical Center	Peoria	1,500
Morton Metalcraft	Morton	1,500
Peoria County	N/A	1,250
Peoria Nat'l Air Guard	Peoria	1,250
G & D Integrated	East Peoria	1,250
SC2	Peoria	750
Komatsu Mining	Peoria	750
USA Truck Inc.	Peoria	750
US Post Office	Multiple	750
Proctor Hospital	Peoria	750
Bradley University	Peoria	750

In addition to this list, the following companies have their national headquarters located in the Peoria region:

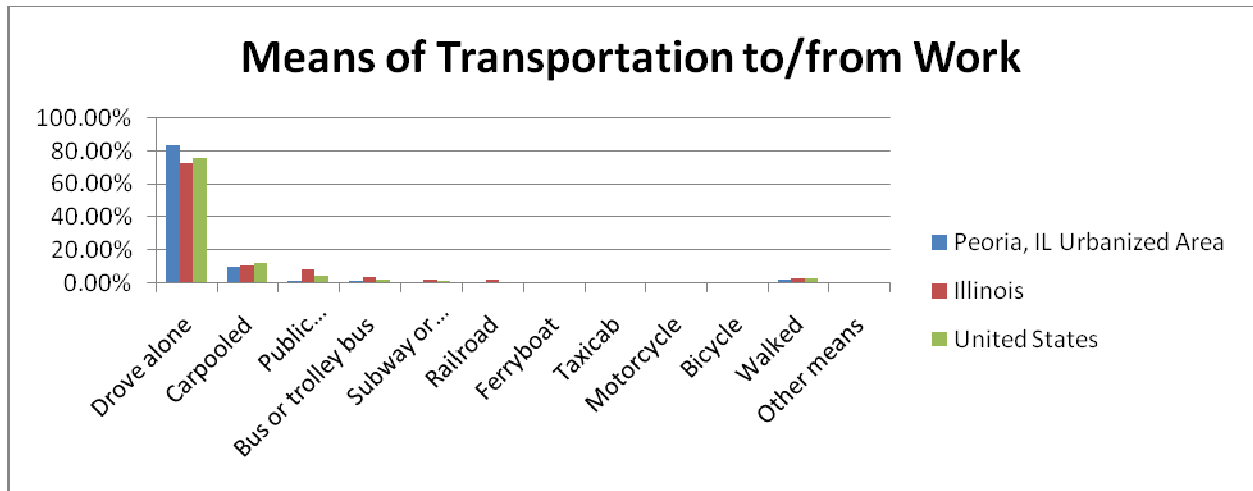
Table 11: Companies with National Headquarters in the Region.

Employer	Employee Count (~)
Advanced Tech. Services	500
Affina Corp.	700
Aventine Renewable Energy Inc.	300
Caterpillar Inc.	15,000+
CEFCU	700
Clifton Gunderson LLP	100
Excel Foundry & Crusher Tech.	200
G & D Integrated	1,200
Illinois Mutual Life Insurance	200
Kitchen Cooked Inc.	100
Keystone Steel & Wire Inc.	1,000
L.R. Nelson Corp.	225
Maui Jim Inc.	300
Morton Buildings Inc.	300
Morton Metalcraft	1,000
N.E. Finch Co.	55
Peoria Disposal Companies	500
RLI Corp.	420
SVI Systems Inc.	200

Means of Transportation to Work

Peoria is mostly in line with Illinois and the rest of the nation in terms of transportation to and from place of employment. Residents within the Peoria Urbanized Area (UA) drove alone slightly more than the rest of the residents of Illinois (93.41% to 84.11%), and took public transportation less (8.66% to 1.67%). The difference in public transit is likely due to the lack of a local rail option in Peoria.

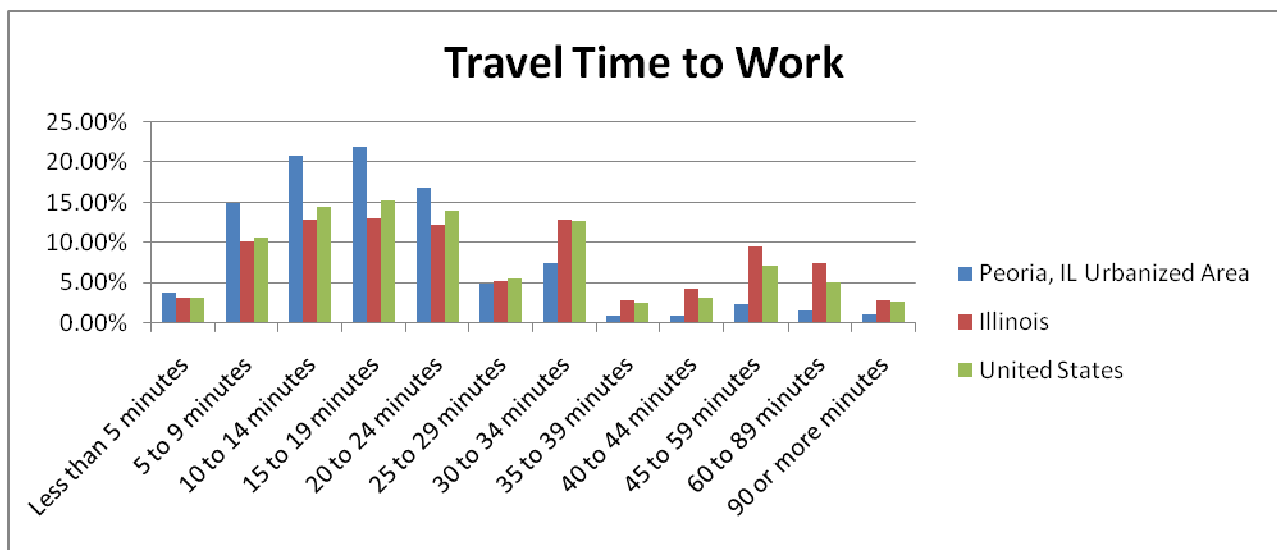
Chart 10: Means of Transportation to/from Work.



Travel Time to Work

Residents of the Peoria UA spend much less time on the road than their counterparts throughout Illinois. The median time spent in Peoria travelling to work is less than 5 minutes. The median time for the state of Illinois is 60 to 89 minutes. 83% of the commuters in the Peoria UA spend less than 30 minutes on the way to work, while only 63% of commuters across Illinois do the same. Perhaps what is more telling is that 50% of commuters across Illinois spend 20 or more minutes on the way to work, while only 35% of their counterparts in the Peoria UA do.

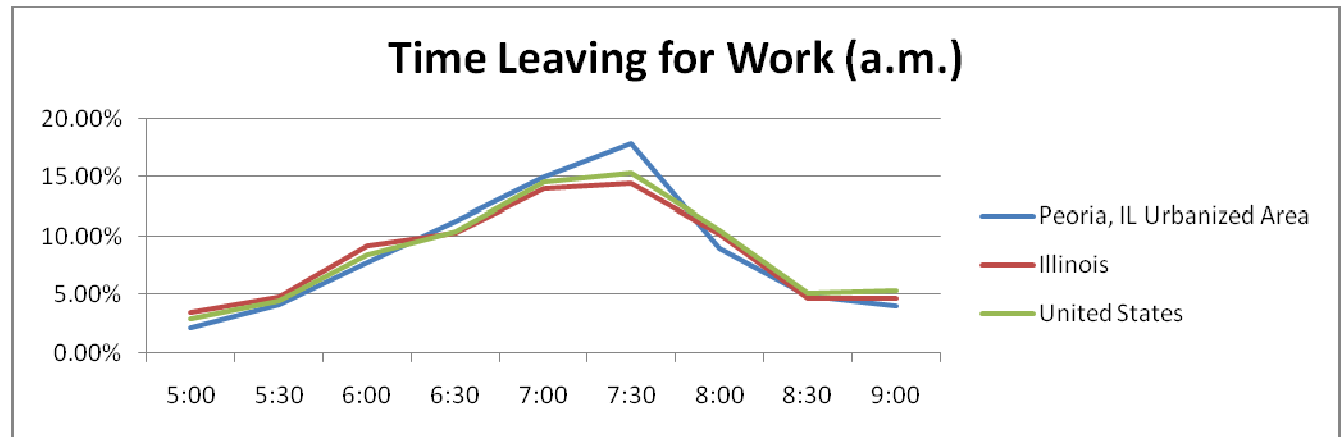
Chart 11: Travel Time to Work.



Time Leaving for Work

Workers in the Peoria UA leave for work around the same time as workers throughout Illinois. A slightly higher percentage leaves around 7:45 a.m., which may be due to the lower travel times throughout the Peoria region.

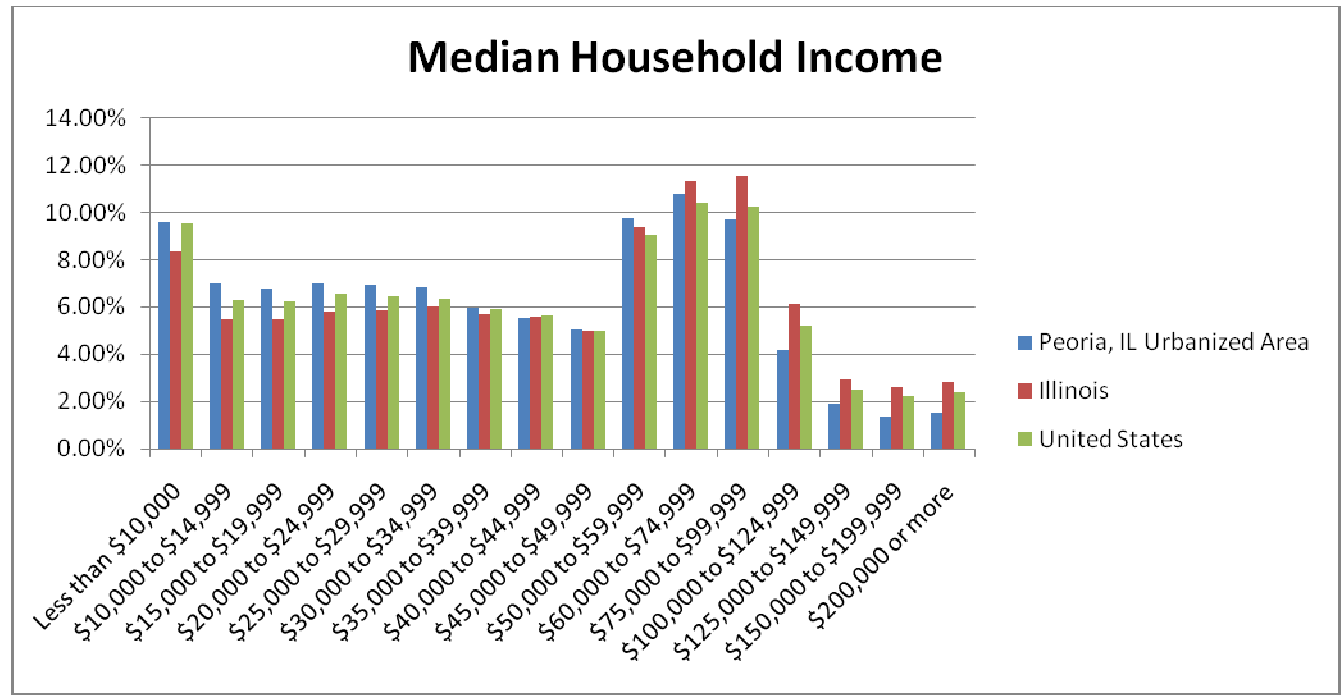
Chart 12: Time Leaving for Work (a.m.).



Household Income

When median real estate tax levels are taken into consideration, median incomes throughout the Peoria UA are very comparable to income levels throughout both Illinois and the rest of the nation. While state and national incomes are higher in the wealthier income brackets, this is likely due to the lower cost of living in the Peoria UA.

Chart 13: Median Household Income.



Median Real Estate Taxes & Cost of Living

While slightly higher than the national average, the Peoria UA median real estate tax rate is nearly \$800.00 less than the median rate across Illinois.

Table 12: Peoria Urbanized Area Median Real Estate Tax Rate.

Peoria, IL Urbanized Area	Illinois	United States
\$1,497	\$2,285	\$1,334

While these figures begin to demonstrate the difference in cost of living between Peoria and the rest of Illinois, the Council for Community and Economic Research gives an in depth picture of the cost of living differences between Chicago, IL and Peoria, IL:

Table 13: Cost of Living Analysis.

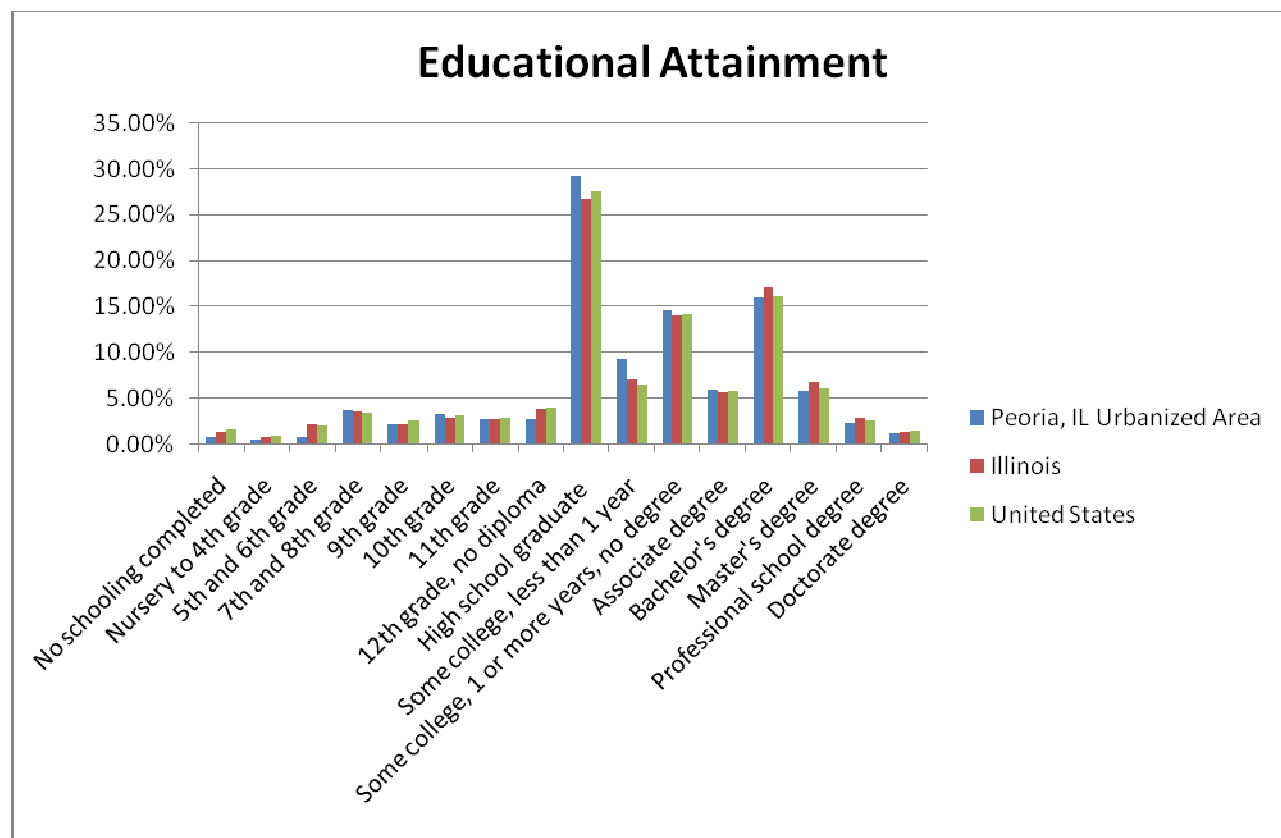
Product	Chicago, IL Metro	Peoria, IL Metro	Difference
Home Price	\$360,245.00	\$290,654.00	\$69,591.00
Apartment Rent	\$1,448.00	\$659.50	\$788.50
Energy Bill	\$221.01	\$203.97	\$17.04
Optometrist	\$98.20	\$73.67	\$24.53
Dentist Visit	\$87.20	\$64.00	\$23.20
Vet Services	\$50.50	\$41.00	\$9.50
Lipitor (prescription)	\$141.99	\$124.50	\$17.49

According to this data there is an 11.16% difference in the cost of living between Peoria and Chicago, IL. Thus, a \$35,000 salary in Peoria, is equal to a \$39,395.21 salary in Chicago.

Educational Attainment

The Peoria UA has a higher percentage of high school graduates than the state and nation, while being on par with both for associate degrees. However, the Peoria UA has a slightly smaller percentage of both Bachelor's and Master's recipients.

Chart 14: Educational Attainment.



Employment Type

Peoria UA employment data suggests that the region is composed of mainly white collar workers with a strong blue collar contingent of employees working in the production, construction, and mining industries.

Table 14: Regional Employment.

Peoria, IL Urbanized Area	Percentage Employed
Office and administrative support occupations	16.90%
Sales and related occupations	11.55%
Management, business, and financial operations occupations:	11.33%
Production occupations	9.17%
Construction, extraction, and maintenance occupations	7.85%
Food preparation and serving related occupations	6.09%
Education, training, and library occupations	5.89%
Health diagnosing and treating practitioners and technical occupations	4.00%
Building and grounds cleaning and maintenance occupations	3.66%
Personal care and service occupations	3.03%
Computer and mathematical occupations	2.93%
Healthcare support occupations	2.17%
Architects, surveyors, cartographers, and engineers	2.09%
Financial specialists	2.05%
Protective service occupations (fire, police)	1.95%
Arts, design, entertainment, sports, and media occupations	1.79%
Health technologists and technicians	1.75%
Community and social services occupations	1.73%
Business operations specialists	1.59%
Legal occupations	0.89%
Life, physical, and social science occupations	0.79%
Drafters, engineering, and mapping technicians	0.58%
Farmers and farm managers	0.11%
Farming, fishing, and forestry occupations	0.10%

Economic Development and Theme Relationships

Large healthcare complexes and diverse manufacturing industries allow for stable economic conditions in the Peoria-Pekin area. A functioning transportation infrastructure, including rail and water, is vital for sustaining the any level of economic prosperity in the Peoria-Pekin area, particularly in the manufacturing sector.

Despite the intense industrial activity in the region, Peoria area citizens do enjoy large expanses of in-tact green infrastructure. Green infrastructure provides vital services that sustain human life and ecologists and are actively working to quantify the economic value of services such as

water and air filtration. It is imperative that community leaders do not sacrifice green infrastructure and associated services for the sake of perceived economic improvements.

One area of concern regarding the economic development of the region is the concentration of individuals at poverty level in the core of the urbanized area. This concentration tends to spur crime and perpetuates poverty. Incorporating balanced growth concepts such as mixed use development, mixed income developments, and greater access to mass transit throughout the *entire* urbanized area can lend to a dispersal of individuals below poverty, greater accessibility and mobility of people and goods, and thus greater opportunities to reduce overall poverty and crime levels.

Economic Development Goal Matrix

The viewpoint maintained throughout this document is that each of the four themes presented affect not only the end result (the transportation network) but also have an impact on each other.

The table below is a matrix comparing the economic development goals with summary goal statements for each of the remaining themes. The “x” indicates that the goal complements the theme, “o” indicates the goal conflicts with the theme, and “NA” indicates that the goal is not applicable to a theme. The matrix is a device to assist in the prioritization of the goals and to set a framework for policy improvements. Goals that compliment all themes, for example, will take precedence in implementation over goals that are incompatible with other regional themes. The goals are compared against the following summary theme statements:

- **Balanced Growth:** the goal complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.
- **Green Infrastructure:** the goal improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.
- **Public Infrastructure:** the goal increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

Identification Number	Economic Development	Green Infrastructure	Balanced Growth	Public Infrastructure
ED-1	Business development and growth throughout the region, in growth areas designated by local growth and development plans	NA	x	NA
ED-2	As the economy recovers and grows there will be increased demand for trained workers in materials handling and warehousing. If this demand is not met, it will be an impediment to the growth/success of logistic industry businesses. It is necessary to develop enhanced curricula in this sector at the community college level and market these programs to non-college bound and at-risk students at high schools in the region	NA	NA	NA
ED-3	Support maintenance and improvements for rail freight	x	x	x
ED-4	Coordinate transportation goals and priorities with known brown field adaptive re-use projects so that the logistics and distribution amenities will attract developers and incentivize investors.	x	x	x

ED-5	Strong and direct connections between the Peoria region and the Chicago area (secondarily St. Louis and Springfield) are critical for business growth and prosperity. There are two ways to increase that connectivity. First, create a rail link to the existing Amtrak station at Normal, or alternatively expand the current minimal bus service. This becomes especially important as that rail corridor is upgraded to allow for 110 mph passenger train traffic. Second, it is vital that the Peoria region be situated adjacent to 220 mph high speed rail corridor that is developed between Chicago and St. Louis.	x	x	x
ED-6	The area workforce must have multiple methods for commuting back and forth to work. As employees often live and work in different communities and businesses operate on multiple shifts, it is important that public transportation systems in the region continue to consider geographic expansion, system coordination and both traditional as well as demand/response services to meet these needs.	x	x	x

ED-7	To allow for the continuation and growth of business throughout both the United States and the globe by Peoria based companies, it is imperative that the region be well served with air service. The Peoria International Airport with strong support from the business community must continue to pursue expanded passenger air service to encompass new carriers and a greater selection of connecting hubs. Additionally, as Chicago is the primary hub (and will likely remain in that position) it is important to examine alternatives for increasing reliability of air connections through O'Hare given its current congestion and weather related delays.	NA	NA	x
ED-8	Just as passenger service is important to the business community's growth so is access to air freight. Therefore it is important to implement measures recommended by the recent regional air cargo study to maximize utilization of handling facilities at Peoria International Airport.	NA	NA	x

ED-9	Virtually all significant metropolitan areas in the nation have a ring road or by-pass system of roadways that circle the region. In Central Illinois, only about two-thirds of that system exists. Such a road system serves as a circulator for residents and provides easy and efficient ingress and egress for freight regardless of where in the region it starts or ends. The effective flow of freight and people is critical to commerce. Currently the EDC is conducting a study to define the specific economic development goals of the communities that would be impacted by a complete ring road system.	o	o	x
ED-10	As the Illinois River carries a significant amount of barge traffic and because the Illinois River remains open to that traffic year-round the expansion of the Peoria Lock and Dam to a 1200 ft lock chamber is an important tool for increasing the growth of logistics in the region. The agriculture community is also reliant on the use of barge for transportation. The area must continue to advocate for the advancement of schedule for the expansion construction, currently slated for completion in 2026.	x	NA	x
ED-11	With the widened Panama Canal to come on line in 2014, develop and nurture pilot projects for handling of ocean containers by river barge between Peoria region and the Gulf coast.	o	NA	x

ED-12	Support funding for the design and construction of a public marine terminal at the Heart of Illinois Regional Port District site in Mapleton, to service the commercial waterway transportation needs of the region.	x	x	x
ED-13	Ensure an adequate network of farm-to-market roads and ensure roads can accommodate agricultural traffic without sustaining excessive damage.	NA	x	x

Priorities and Performance Measures

The table below details the **compatible** performance goals related to the priority Economic Development Subcommittee goals.

Sub-Committee Goal	Performance Goal	Mechanism to Accomplish the Goal	Timeframe	Measurement
<i>ED-3</i> Support maintenance and improvements for rail freight.	Research and develop a freight rail existing conditions report	TransPORT to complete report with assistance from freight rail industry.	5 years	Completion of report.
<i>ED-4</i> Coordinate transportation goals and priorities with known brown field adaptive re-use projects so that the logistics and distribution amenities will attract developers and incentivize investors.	Create an existing conditions report of brownfield locations and opportunities for redevelopment	Pursue federal grant opportunities, work closely with the EDC, TransPORT, and TCRPC to pursue grant opportunities to complete the study.	5 years	The completion of an existing conditions report

<i>ED-5</i> Support passenger rail to Bloomington & Chicago and ensure readiness for eventual possibility of a regional high speed rail network.	Re-implement passenger rail service to Bloomington-Normal, which can then be utilized to Chicago / St. Louis. Be prepared for the possibility of a high speed rail network.	Pursue federal grant opportunities, support local and regional efforts to implement the rail line, closely monitor the nation's development of high speed rail	25 years	This will be judged on whether passenger rail service / high speed rail service from Peoria will exist in 2035.
<i>ED-6</i> Expand and support the region's public transportation systems.	See public infrastructure section	See public infrastructure section	See public infrastructure section	See public infrastructure section
<i>ED-10</i> Support the on time expansion and updates to the Peoria lock and dam system.	Complete the updates to the Peoria Lock and Dam system on time	This will be dependent on congressional decisions to fund lock and dam expansion.	10 years	This will be judged on whether or not the lock and dam work is done by 2026.

<i>ED-12</i> Support funding for the design and construction of a public marine terminal at the Heart of Illinois Regional Port District site in Mapleton, to service the commercial waterway transportation needs of the region.	Begin and complete the construction of a public marine terminal in Mapleton	EDC and TransPORT pursue federal grants and coordinate partners for construction.	25 years	This will be judged on whether or not the public marine terminal is complete by 2035.
<i>ED-13</i> Ensure an adequate network of farm-to-market roads and ensure roads can accommodate agricultural traffic without sustaining excessive damage.	Maintain or improve the current farm-to-market road system and ensure they are not being degraded at a faster than normal pace	County highway departments to develop penalties and enforcement mechanisms for overweight vehicles on roads	5 years	Assistance from county highway departments would be necessary to determine the current conditions of their farm-to-market road systems so it could be used a benchmark for the future

THEME: GREEN INFRASTRUCTURE

Planning Principle: Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

Green Infrastructure Goals and Objectives

- Strive to reach the goals of the federally recognized Green Highways Partnership
 - Use recycled materials in road construction
 - Conserve local ecosystems through wildlife crossings and habitat restoration initiatives
 - Use green infrastructure watershed best management practices such as vegetated bioswales and wetland retention basins to filter and absorb stormwater from the road system
- Preserve local-scale travel corridors and migration routes for native species
 - Avoid fragmentation of critical habitat areas
 - Determine specific needs of desirable species
 - Implement transportation best management practices to accommodate native species in existing as well as future transportation projects
- Preserving existing high quality and contiguous habitat should have greater priority than the option to mitigate disturbances.
 - Avoid disturbance of high quality natural areas
 - Avoid fragmentation of environmental corridors by transportation infrastructure
 - Use wildlife crossings to promote connectivity of high quality areas
- Contribute to the protection of the Illinois River by preventing nonpoint source pollution from roadway stormwater runoff
 - Aim for zero runoff from road projects by utilizing best management practices
 - Minimize land disturbance during construction, particularly on steep slopes
 - Recognize the role green infrastructure plays in IL River protection and preserve/maintain green infrastructure
 - Reduce the water quality impacts of herbicide and other chemical agents used for road maintenance
- Consider wetlands a high priority in the green infrastructure system
 - Protect existing wetlands from development and stormwater runoff

- Create new wetlands from stormwater runoff; reconsider status quo drainage practices and integrate watershed best management practices
- As a region, place a greater emphasis on preserving and restoring green infrastructure
 - Conduct analysis on local green infrastructure and the services this infrastructure provides
 - Identify and adopt transportation policy that protects vital green infrastructure
 - Identify green infrastructure restoration projects within the existing transportation framework (i.e. planting native vegetation in swales)
- Reduce overall vehicle miles traveled
 - Support and promote public transportation
 - Link communities with public transportation
 - Give higher prioritization for public transportation projects than new roads
 - Use the existing infrastructure for future public transportation improvements (i.e. roads to rails)
 - Introduce carpooling programs
 - Build mixed-use, compact development
 - Improve the usefulness and efficiency of the non-motorized transportation system by adding capacity and increasing connectivity
- Reduce energy consumption as a result of the transportation infrastructure
 - Reduce idling
 - Create idling policy for loading zones, school zones, etc.
 - Time intersection stoplights to improve traffic flow
 - Invest in the use of low-voltage lighting
 - Promote the use of power backup supplies for signalized intersections
 - Reduce vehicle miles traveled
 - Promote use of the non-motorized transportation system for transportation purposes by adding capacity and increasing connectivity
- Reduce light pollution from transportation infrastructure
 - Use full cut-off lighting
 - Recognize and reduce overall illumination
 - Use timers or occupancy sensors to reduce the need to light parking lots in low to no-traffic hours
- Reduce noise pollution by using barriers where appropriate
- Ensure groundwater protection with each new road project
 - Identify high risk sites for groundwater recharge and pollutant risks
 - Consider the nonpoint source pollutant impacts on groundwater from stormwater runoff

Green Infrastructure Defined

According to the Conservation Fund, a federal partner in advancing America's land and water legacy, green infrastructure is the strategically planned and managed networks of natural lands, working landscapes and other open spaces that conserve ecosystem values and functions and provide associated benefits to human populations. When it comes to environmental management and stewardship, it is integral to recognize that healthy ecosystems and habitats provide invaluable services for human populations including ground water supply, flood control, water and air filtration and many others.

Transportation and Green Infrastructure

Depending on how the systems are built and managed, the transportation and green infrastructures of a community can serve as assets to one another or as liabilities. For example, a road built through the heart of a historically wet area can experience flooding and can deplete the ability for that area to absorb and filter stormwater. However, when these systems are built in concert, a community can effectively build a transportation system while maintaining the vital roles that ecosystems play in community health and wellbeing. The Long Range Transportation Plan 2010-2035 for Peoria Pekin Urbanized Area Study calls for a more refined recognition of green infrastructure and the valuable services that this infrastructure provides. The goals and objectives defined by the green infrastructure committee ask that not only do we work to protect existing green infrastructure, but we integrate the creation and management of additional green infrastructure into future road projects. Examples of green infrastructure integration include vegetative bioswales to convey stormwater, habitat management to compensate for any lost systems, lighting to accommodate migrating nocturnal species, and others. The concept and associated technology of green infrastructure has been evolving for decades and engineers and scientists are becoming more and more confident in the applicability and effectiveness of these technologies. Please see the following Green Highways chapter for more information on a national effort to green the highways of the United States.

Green Infrastructure Data

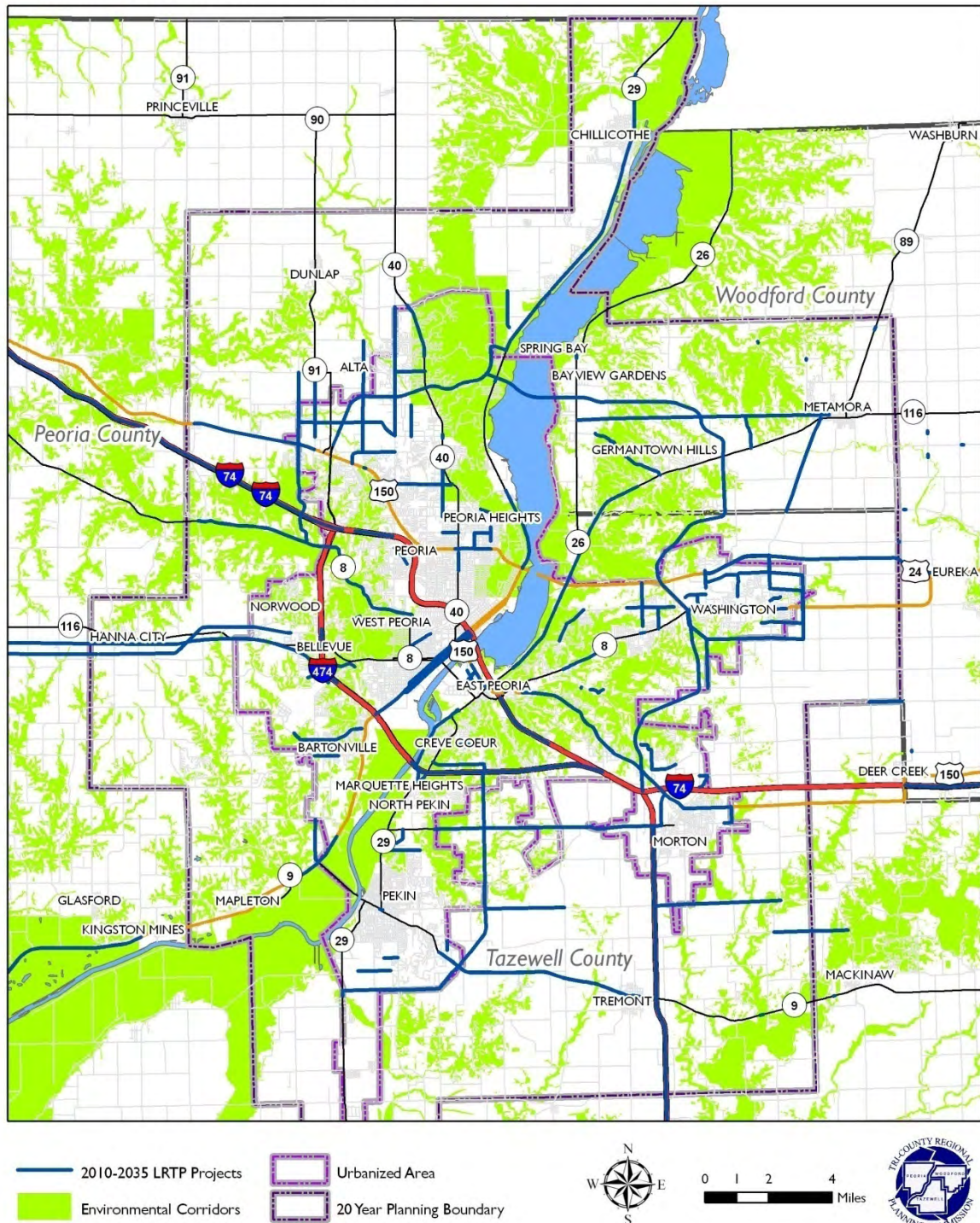
Peoria, Tazewell, and Woodford Counties have extensive documentation of the natural areas and green infrastructure of the region through studies completed by Tri-County Regional Planning Commission, Illinois Environmental Protection Agency, Illinois Department of Natural Resources, and local units of government. The studies have identified a range of green infrastructure information from high quality habitat corridors to a listing of impaired waters.

Environmental Corridors

In 2005, Tri-County Regional Planning Commission partnered with Illinois Department of Natural Resources to identify the high quality natural areas of the region as well as the natural corridors connecting those high quality areas. The establishment and protection of environmental corridors reduces habitat fragmentation, allows for the local migration of species, and supports ecosystem and green infrastructure vitality. Map 12 on the following page shows the environmental corridors and the proposed road projects for 2010-2035. A number of projects are located in the environmental corridors. Those who implement these projects should provide priority monitoring for stormwater and erosion control ordinance compliance and should consider implementing watershed and ecosystem protection measures outlined in the following Green Highways chapter.



Map 12: Environmental Corridors.

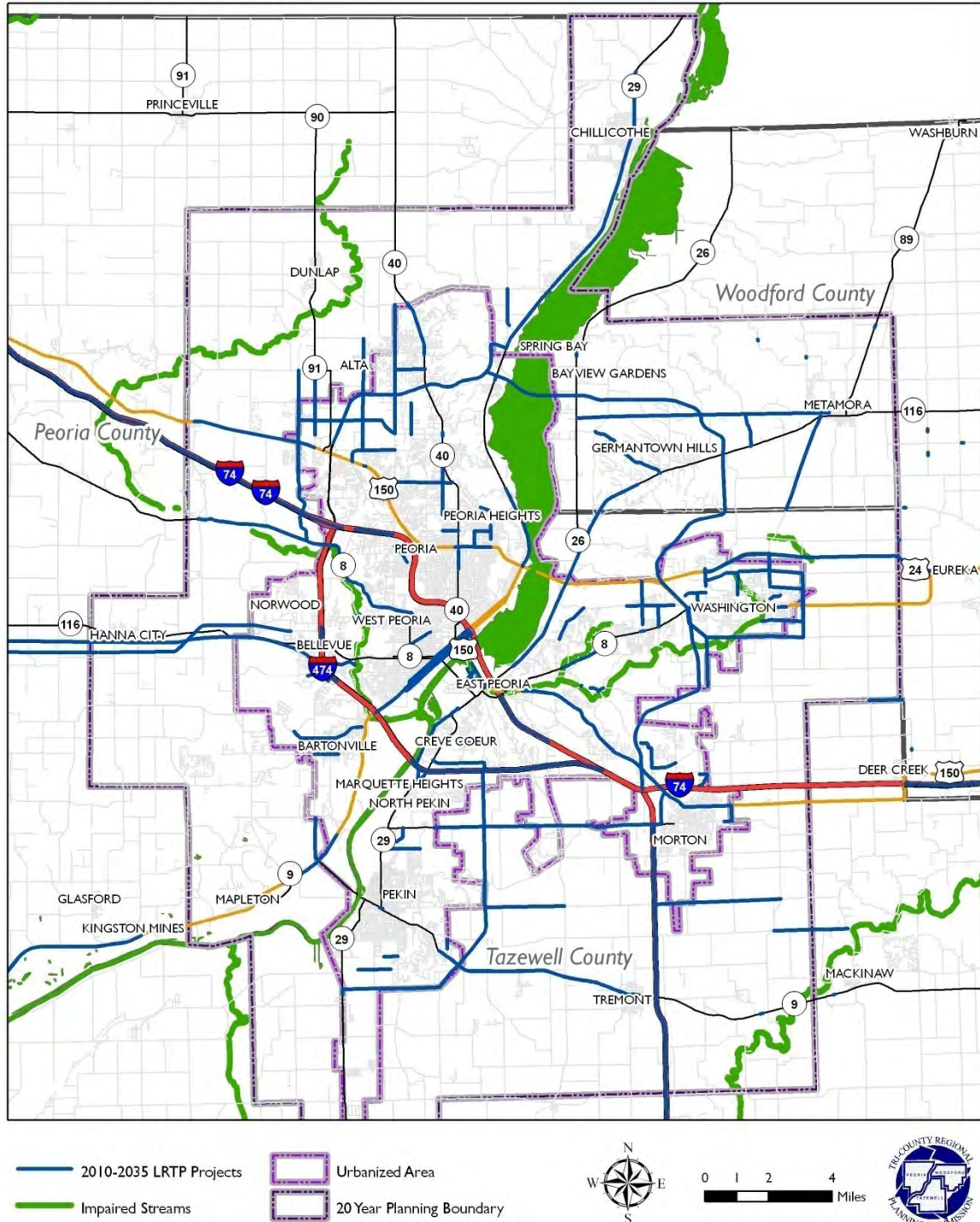


Impaired Waters

The Illinois EPA produces an annual water quality report that delineates specific waterbodies that are not meeting clean water standards. Waterbodies such as lakes and streams are typically impaired due to contaminants from stormwater runoff. Transportation infrastructure can have a positive or negative impact on surface water quality depending on the methodology for stormwater runoff. A stormwater runoff system that integrates filtration and infiltration technologies, such as separating and filter systems, vegetative bioswales, and wetland treatment systems can have a neutral to positive impact on a local waterbody. A system that simply conveys water through a curb and gutter or concrete lined ditch can wreak havoc on local waterbodies even if rock rip rap is placed at the outlet; while the placement of rock rip rap at the stormwater outlet does dissipate water energy, it does *not* filter or promote infiltration of excess water. Map 13 on the following page depicts the impaired water bodies of the region. A number of projects do intersect with the impaired waters of Farm Creek. Implementers of these projects should provide priority monitoring for stormwater and erosion control compliance and should consider implementing watershed and ecosystem protection measures outlined in the Green Highways chapter of this document.



Map 13: Impaired Streams.

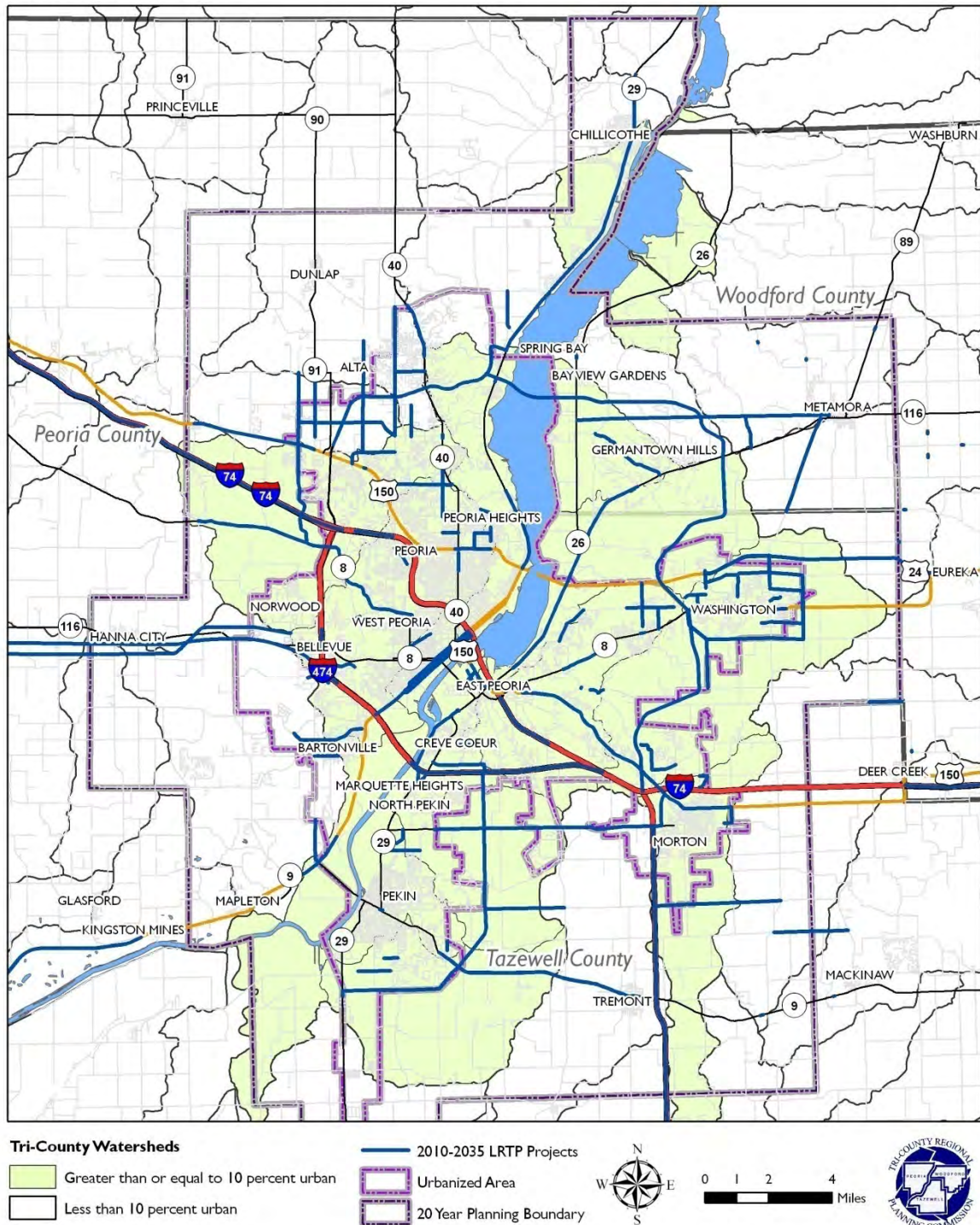


Watersheds

A watershed is an area of land that drains into a common body of water. It is through the concept of watersheds that we can understand how land and water are intimately connected. Pre-European settlement land coverage consisted of prairies, savannas, wetlands, and forests. These ecosystem absorbed *most* stormwater that hit Earth's surface. Today, impervious surfaces such as rooftops, roads, shallow rooted turf grass, and sidewalks prevent water absorption and create stormwater runoff. This runoff carries nonpoint source pollutants from the land into local waterbodies. According to the Chicago Metropolitan Agency for Planning, watersheds with greater than 10 percent urban land coverage will suffer declining water quality. Map 14 on the next page shows local watersheds that have greater than 10 percent urban coverage. Most of the urbanized area has greater than 10% urban coverage, therefore it is important to consider stormwater control when building additional impervious surfaces. Please see the *watershed driven stormwater management* section of the Green Highways chapter for examples of stormwater treatment practices.



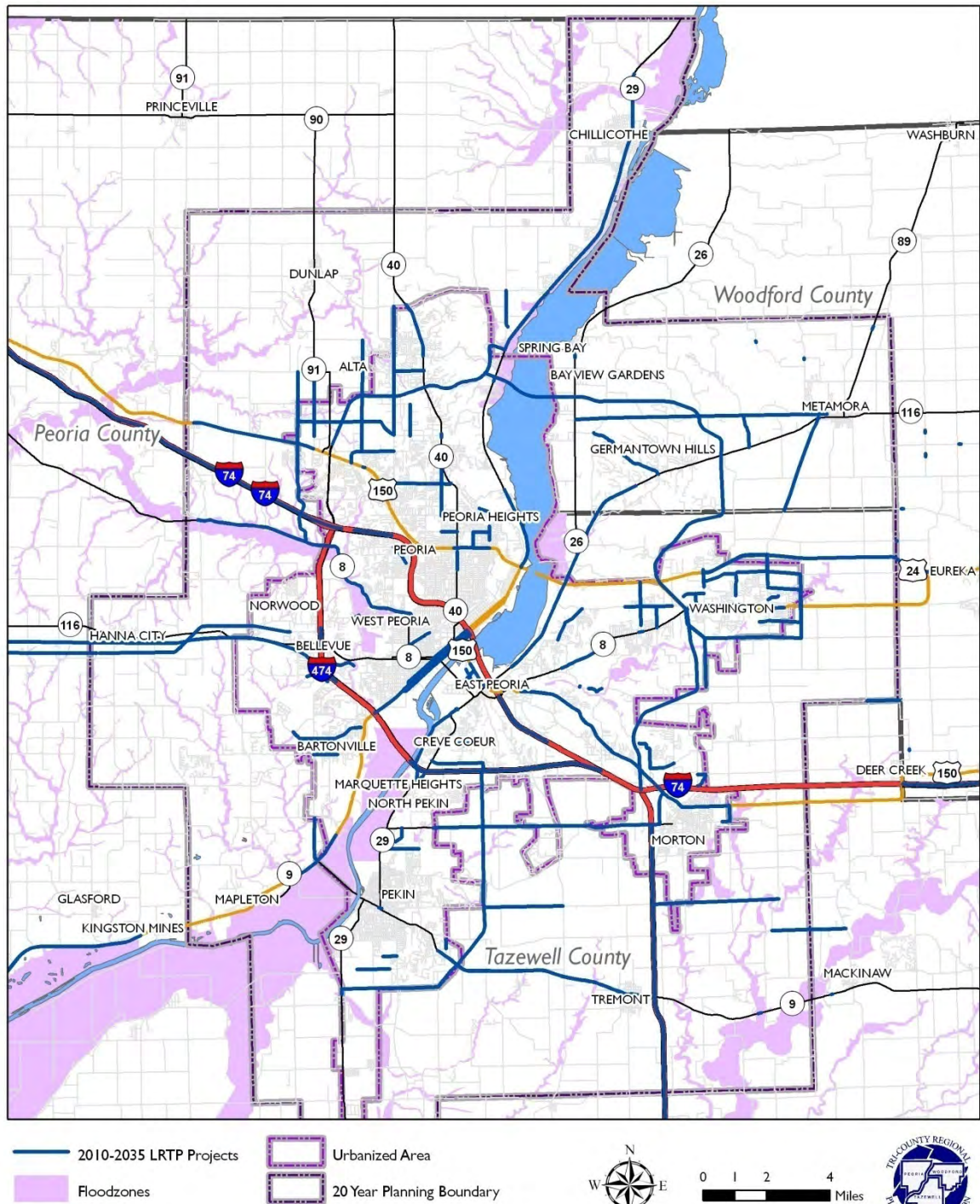
Map 14: Watersheds.



Flood Zones

A flood zone is the area subject to flooding by a 100-year flood. Although flooding of rivers and streams is a natural occurrence, increases in stormwater runoff and wetland drainage exacerbate flooding problems. In Peoria, Tazewell and Woodford Counties, 10 percent of the land lies within a flood zone. Some of these flood zones are shown in Map 15 on the following page. Not all areas have been mapped for flood hazard purposes, so additional land may be within a flood zone. A number of projects do intersect with flood zones. In these areas, jurisdictions would need to follow the requirements of the Army Corps of Engineers nationwide permit program and the Illinois Department of Natural Resources division of water resources permit programs. Special precautions must be taken in these areas to reduce the risk of flooding on the roads.

Map 15: Flood Zones.



Floodzone data for the City of Peoria unavailable at the time map was created.

Air Quality

Air quality and transportation are intimately connected through US EPA regulation. The Clean Air Act, which was last amended in 1990, requires EPA to set National Ambient Air Quality Standards (40 CFR part 50) for pollutants considered harmful to public health and the environment. The EPA Office of Air Quality Planning and Standards (OAQPS) has set National Ambient Air Quality Standards for six principal pollutants, which are called "criteria" pollutants. Of the six pollutants, particulate matter and ozone are most affected by the transportation system. While particulate matter is well under the standard in the Peoria-Pekin area, ozone is indeed a contaminant of concern.

Ozone = volatile organics + nitrogen oxides + carbon monoxide + sunshine. There is a great deal of evidence that indicates high concentrations (ppm) of ozone created by high concentrations of pollution and daylight UV rays at the earth's surface can harm lung function and irritate the respiratory system. [1] Three majority contributors of ozone are transportation, individuals (lawnmower, boats, etc), and industry.

The EPA regulated ozone level is 0.080 ppm. Typical Midwest ozone levels range from 0.070 to 0.073 ppm. This means that the local contributions of ozone can only be .010 to .007 ppm (6% to 3%) if a community is going to remain in attainment. The US EPA has developed an Air Quality index to help explain air pollution levels to the general public.

Table 15: US EPA Air Quality Index.

Ozone Concentration (ppm) (8-hour average, unless noted)	Air Quality Descriptor
0.000-0.059	Good
0.060-0.075	Moderate
0.076-0.095	Unhealthy for Sensitive Groups
0.096-0.115	Unhealthy
0.116-0.374	Very Unhealthy

As sunlight is a variable in the ozone equation, the weather greatly affects ozone levels. Potential for high levels occurs on hot days with lots of sunlight and low winds. The Ozone season is April through November, when ozone levels are the highest. Ozone is measured at

various sites throughout the nation. All sites are chosen based on EPA standards of site selection. Readings are taken every hour and are averaged over an 8-hour span. Annual Site readings are calculated by selecting the 4th highest 8-hour reading of the year and averaging this reading with readings from the previous two years. IEPA has placed two reading stations in the Peoria-Pekin area. One station is located in the City of Peoria and another in Peoria Heights. EPA calculated levels for the years 2005 – 2008 are in Table 16 below.

Table 16: EPA-Calculated Ozone Levels for PPUATS Area.

Year	2005	2006	2007	2008
EPA Standard	0.080	0.080	0.080	0.080
Peoria Heights	0.072	0.070	0.076	0.072
Peoria Three Year Avg	0.067	0.067	0.071	0.067

There is speculation that the standard will be decreased within the next few years. This will certainly put the PPUATS area at risk for being in non-attainment for air quality. If our region is in non-attainment, then actions to reduce air pollution become mandatory for transportation officials and industries. Transportation officials must design new construction projects to accomplish emissions reductions and must implement programs to reduce emission from individual citizens. Industry will be subject to more stringent emission restrictions.

Green Infrastructure and Theme Relationships

While green infrastructure provides public benefit, the vital difference between green infrastructure and public infrastructure is that much of the region's green infrastructure is privately owned. This makes the protection and maintenance of green infrastructure incredibly difficult. Any incorporation of the protection and maintenance of either natural or man-made green infrastructure into the public infrastructure construction process is a step in the right direction for preserving and improving this incredibly valuable resource.

Economists and scientists throughout the nation are partnering to determine monetary value of ecosystem services to assist community leaders in land use and economic development decisions. The US EPA's National Ecosystem Service Partnership is an effort to:

- Establish ecosystem service standards, indicators, and measurement protocols that support environmental accounting systems and markets;
- Advance ecosystem service valuation techniques;
- Create institutional capacity for investments in natural capital that provides sustainable flows of ecosystems services; and
- Improve the ability to perform ecosystem service assessments.

Efforts such as the National Ecosystem Service Partnership will provide baseline documentation necessary to better integrate green infrastructure in economic development planning at a local scale.

Balanced growth is a concept that was created to address many issues with urbanization, the preservation of green infrastructure being a main concern. Balanced growth advocates for responsible development that does not consume green infrastructure without just cause. The Peoria-Pekin area is not unlike many other rapidly urbanizing regions in the nation in that there is much progress to be made in the incorporation of balanced growth concepts in land use and economic development decisions for the purpose of green infrastructure preservation. Tri-County Regional Planning Commission, however, has made great strides in setting a framework for moving the region forward with balanced growth initiatives. TCRPC has developed model policy for steep slope protection, stormwater management, and low impact development. The City of Peoria has developed a stream buffer ordinance. Incorporation of these policies into local subdivision and zoning codes has great potential to facilitate development practices that reflect balanced growth ideals.

Green Infrastructure Goal Matrix

The table below is a matrix comparing the green infrastructure goals with summary goal statements for each of the remaining themes. The “x” indicates that the goal complements the theme, “o” indicates the goal conflicts with the theme, and “NA” indicates that the goal is not applicable to a theme. The matrix is a device to assist in the prioritization of the goals and to set a framework for policy improvements. Goals that complement all themes, for example, will take precedence in implementation over goals that are incompatible with other regional themes. The goals are compared against the following summary theme statements:

- **Balanced Growth:** the goal complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

- **Economic Development:** the goal benefits existing regional business/industry, or provides impetus for new net job growth.
- **Green Infrastructure:** the goal improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

Identification Number	Green Infrastructure	Balanced Growth	Economic Development	Public Infrastructure
GI-1	Strive to reach the goals of the federally recognized Green Highways Partnership	x	x	x
GI-2	Preserve local-scale travel corridors and migration routes for native species	x	NA	NA
GI-3	Preserving existing high quality and contiguous habitat should have greater priority than the option to mitigate disturbances.	x	NA	x
GI-4	Contribute to the protection of the Illinois River by preventing nonpoint source pollution from roadway stormwater runoff	x	x	x
GI-5	Consider wetlands a high priority in the green infrastructure system	x	NA	NA
GI-6	As a region, place a greater emphasis on preserving and restoring green infrastructure	x	x	NA
GI-7	Reduce overall vehicle miles traveled	x	x	x

GI-8	Reduce energy consumption as a result of the transportation infrastructure	x	x	x
GI-9	Reduce light pollution from transportation infrastructure	NA	NA	x
GI-10	Reduce noise pollution by using barriers where appropriate	NA	NA	x
GI-11	Ensure groundwater protection with each new road project	x	x	NA

Priorities and Performance Measures

All green infrastructure goals either compliment or do not apply to the remaining theme statements and none of the goals contradicted other theme statements; therefore, all said green infrastructure goals are a priority for the purposes of this comprehensive plan. The table below details the performance measures related to the priority Green Infrastructure Subcommittee goals. Some subcommittee goals are grouped and summarized.

Sub-Committee Goal	Performance Measure	Mechanism to accomplish goal	Timeframe	Measurement
Strive to reach the goals of federally recognized Green Highways Partnership GI-1	Address five sites per year that are impacted by storm water runoff from roadways.	Place gabion baskets, bioswales, and/or native vegetation in locations of need	Every 5 years for 25 years.	Track stormwater improvement projects.
	Integrate new storm water management technologies into the construction of all new roadways	Incorporate bio-retention, infiltration trenches, vegetative swales, check dams and other technologies into the overall construction plan for any road.	Every project for the next 25 years.	PPUATS to ensure that all projects receiving federal dollars have appropriate and reasonable integration of the most current and effective stormwater technologies.
Preserve existing green infrastructure GI-1-6	Avoid future impacts of new road construction on environmental corridors.	Continue STU criteria that places value on avoidance of environmental corridor areas.	5 years	Environmental STU criteria is still active
	Three communities adopt environmental protection ordinance such as the model ravine overlay protection or the stream	TCRPC to promote model ordinances	5 years	Adoption of ordinances by communities

	buffer ordinance.			
	TCRPC provide PPUATS with one presentation per year on the status of green infrastructure in the region.	TCRPC provide presentations.	Each year for 25 years.	The execution of the presentations.
Reduce VMT GI-7	Reduce VMT by 25% over the next 25 years at a rate of 1% each year	Continue building the regional trail system, promote and expand public transit, support in-fill development, execute a regional ride share program	Each year for 25 years.	IDOT VMT measurements
Reduce energy consumption as a result of the transportation system. GI-8	Collect data on existing efforts to incorporate low energy lighting to be included in the 2015 LRTP.	TCRPC to work with PPUATS members in data collection.	5 years	Incorporation of data in 2015 LRTP
	Acquire hybrid buses for CityLink.	CityLink secure funding for hybrid buses	10 years	Presence of buses
	Author a congestion management plan.	TCRPC complete the management plan under FHWA requirements	5 years (to be completed by July 2012)	Presence of a plan approved by FHWA
Reduce light pollution G-9	15% of new road projects install light features compliant with International Dark Sky Association standards.	Communities integrate Dark Sky Compliance features into light systems.	10 years	Number of Dark Sky compliant lighting fixtures
	Communities undergo planning to address light pollution	TCRPC to secure grant funding for planning initiatives or local municipalities/counties integrate light pollution planning into	10 years	Number of plans created

		overall work program.		
Reduce noise pollution G-10	Construct noise barriers where appropriate to prevent noise pollution in neighborhoods.	Implemented on a case by case basis	25 years	Number of noise barrier installed where communities deem necessary.
	Maintain quality pavement conditions	(see Public Infrastructure)		
Ensure groundwater protection with new roads. GI-11	See performance goals GI 1-8			

GREEN HIGHWAYS

Introduction

The Green Highways Partnership (GHP) is an initiative created by US EPA, US Federal Highway Administration, and the Maryland State Highway Administration. The program incorporates environmental streamlining and stewardship into all aspects of the highway lifecycle through concepts such as integrated planning, regulatory flexibility, and market-based rewards. The partnership emphasizes multidiscipline collaboration to achieve environmental goals above and beyond standard regulations. Highway projects completed through this partnership have demonstrated that not only can there be minimal impacts on the environment as communities build out their transportation infrastructure, but with the proper partnerships, forethought, and planning in place, transportation projects can bring a net benefit to local environments and green infrastructure.

The young Green Highways Partnership has already gained tremendous recognition in the Mid-Atlantic region through various pilot projects. One example of a green highway under construction through the partnership is Maryland State Highway Administration's Inter-County Connector (ICC). The ICC will link existing and proposed development areas between the I-270/I-370 and I-95/US 1 corridors within central and eastern Montgomery County and northwestern Prince George County with a state-of-the-art, multi-modal east-west highway that limits access and accommodates the movement of passengers and goods. Environmental protection measures under this project include, but are not limited to the following:

- Nearly 74,000 linear feet of stream restoration in Northwest Branch, Indian Creek and the Paint Branch and Upper Paint Branch watersheds.
- 1,500 linear feet of fish passage work, which will remove or bridge blockages, thus enabling fish to reach prime upstream spawning areas.
- More than 83 acres of new wetlands at seven major sites. The restoration of wetlands adjacent to Northwest Branch was completed fall of 2008.
- Approximately 4,300 acres of water quality and stormwater management improvements, including state-of-the-art stormwater controls and 16 stormwater-management sites, in each of the major watersheds.
- 21 projects, totaling 620 acres, aimed at improving water quality, protecting brown trout and other environmental conditions in the Upper Paint Branch watershed.

- 44 bridges and culverts (in addition to the bridges at major stream crossings) to provide safe passage for deer and small mammals.
- More than 700 acres of reforested land to create new forest habitat.
- Over 775 acres of new parkland to mitigate the approximately 88 acres that will be used for the ICC. One park project was completed in late summer 2006: a new soccer field for the Wheaton Boys and Girls Club has replaced a field that was prone to flooding.
- Extra effort by contractors to reduce emissions from construction equipment.
- ICC bridges over parks and streams will be longer than normal to lessen the amount of environmental impact in these sensitive areas and to allow greater clearance for wildlife and vegetation.

The environmental program for the ICC is budgeted for \$370 million, more than 15 percent of the project's estimated cost.

Green Highways and Central Illinois Communities

A 2009 summer meeting of the Transportation Research Board's Environmental Analysis and Transportation Committee was attended by federal and state agency staff from Federal Highway Administration, US Fish and Wildlife Service, US Environmental Protection Agency, American Association of State Highway and Transportation Officials, numerous state highway agencies, and regional Metropolitan Planning Organization representatives. The message communicated by participants of this meeting was clear. Transportation projects of the future are not solely the responsibility of the Federal Highway Administration and State Departments of Transportation. US EPA, Fish and Wildlife Services and other agencies will have a much greater degree of participation in an effort to form partnerships to preserve, protect, and enhance green infrastructure as it relates to transportation.

Greening the roadway system in Central Illinois will take a great deal of collaboration with the Illinois Department of Natural Resources, the US and IL Environmental Protection Agencies, the Federal Highway Administration, the United States Department of Agriculture, and others. With immense natural resources including the Illinois River Bluffs and a collection of rivers and streams, Central Illinois has great potential to positively or negatively impact environmental resources with transportation infrastructure. As stated, Maryland State Highways' ICC has demonstrated that building transportation infrastructure can result in a net *benefit* to green infrastructure. To accomplish this, Central Illinois communities must form new partnerships and introduce green infrastructure improvement strategies early in project planning to morph status-quo transportation practices to this greener alternative.

An example of a local highway planning initiative that has resulted in a greener highway is the proposed Illinois Route 29 improvements. The plans call for an expansion of the existing two-

lane highway to a four-lane expressway. Challenges include intersections with Illinois River Bluffs and wetlands along the Illinois River. IDOT has planned for several environmental protection measures; these include: narrowing the median using retaining walls to preserve land, creating a "split-profile" design to avoid impacts to upland forests along the bluffs, creating a "split interchange" design to reduce impacts to wetlands, IDNR property, and residential and commercial property, using 44 wildlife passages at road kill hotspots and other probable crossing locations, and planting 64 acres of trees and 255 acres of prairie species on excess right-of-way and landlocked parcels. These measures are an example of IDOT going above and beyond environmental regulation to act as stewards for the impacted areas. IDOT partnered with Ducks Unlimited, Illinois Department of Natural Resources and other environmental organizations in the creation of this plan.

The next steps to advance implementation of green highways in the region can include

- The integration of green highway concepts in the development of the Eastern Bypass plan,
- The integration of green highway concepts into all future IDOT improvements, and
- Improvements to the STU criteria for local projects to make green highways oriented design more competitive on a local scale.

Best Management Practices (BMP) Menu

Below is a list of best management practices identified by the Green Highways Partnership (www.greenhighways.org). This menu is divided into three categories: watershed-driven storm water management, conservation and ecosystem protection, and re-use and recycling. These are practices that local governments and Illinois Department of Transportation can begin to consider as the region progresses into the future of transportation.

Watershed-Driven Stormwater Management

Prior to urbanization of the Peoria area, the landscape consisted of a vast network of green infrastructure in the form of prairies, wetlands and forests. During a rain event, vegetation absorbed most of the water as it hit the ground. Streams were fed, not by surface water runoff, but by groundwater. In today's urbanized environment, rainwater hits impervious, hard surfaces such as roads, driveways, and rooftops. It is no longer absorbed onsite by vegetation but is channeled and discharged into local streams or ravines at discrete locations. The hydraulic force of this increased volume and velocity of water to the stream system causes massive erosion of the stream channel and results in sedimentation of downstream waterbodies. Stormwater runoff from impervious surfaces also contributes to the distribution

of land-based chemicals, debris and other non-point source pollutants to local streams and rivers.

The most common methods for addressing stormwater runoff from urbanized areas is to mimic natural processes that absorb, infiltrate and filter urban stormwater runoff.



Native Vegetation in Swales

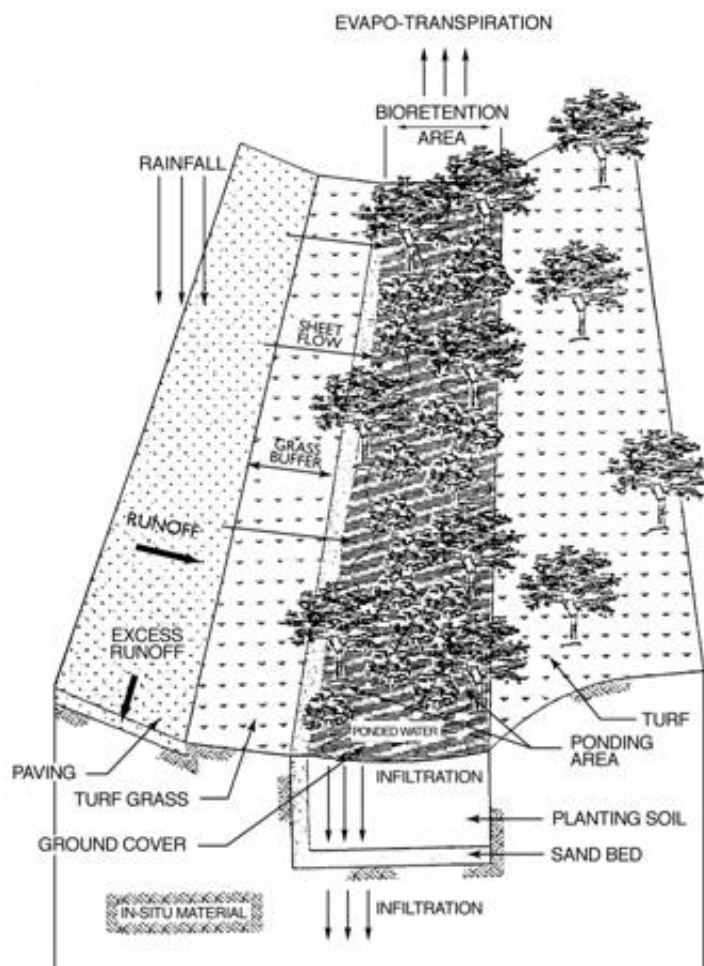
Typically, swales that convey stormwater along roads and highways are a maintained turf that absorbs little to no stormwater runoff. Simply converting these swale areas to native prairie plants will increase the system's capacity to absorb stormwater. Native plantings are also an aesthetically pleasing and economically sound choice; maintenance is limited to mowing or a prescribed fire every two – three years.

Bioretention

Bioretention is a BMP that uses soil and herbaceous plants to remove pollutants from storm water runoff. Appropriate design specifications can vary from region to region due to soil types, infiltration rates, etc. One example of this practice is a bioretention basin that works by forcing water to flow through a sand bed (which slows the water's velocity) and into a retention area with native, wet-loving plant species. Water is pooled until it infiltrates the bioretention area or is evaporated into the environment. In highway projects, bioretention basins are often linear swales that collect runoff along the roadside.

Residential implementation can range from \$3 to \$4 per square foot. Commercial, industrial, and institutional uses range \$10 to \$40 per square foot. In assessing cost, it is important to consider long term maintenance of the entire drainage system, including the stream or drainageway that receives the water.

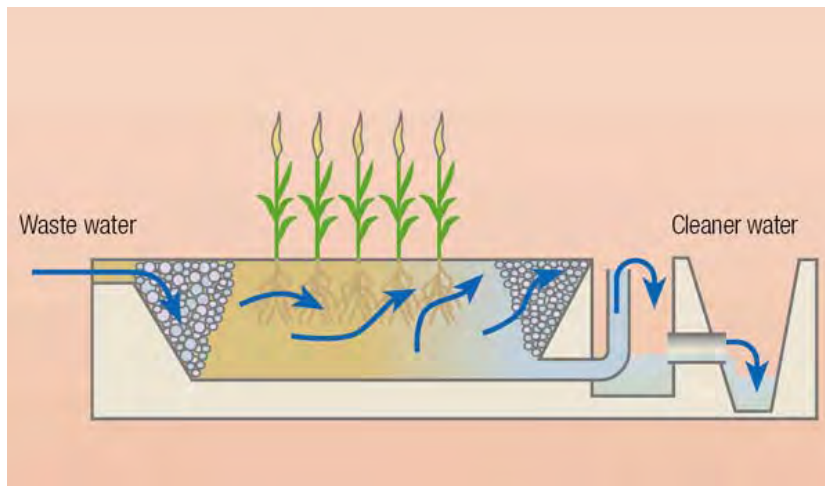
http://www.lid-stormwater.net/bio_costs.htm



Stormwater Wetlands

Stormwater wetlands are a constructed wetland system designed to use natural biological processes to remove pollutants from surface water runoff. Pollutants are removed through settling and biological uptake as stormwater flows through the wetland. These constructed wetlands are among the most effective means of removing non point source pollutants from stormwater runoff. Advantages include improvements in water quality, settlement of particulates, biological uptake of pollutants, flood attenuation, reduced peak discharges, and relatively low maintenance costs. Limitations include: difficulty maintaining vegetation under various flow conditions, depending upon design there is a larger land requirement than other bmps, and relatively high construction costs compared with other bmps. Stormwater wetlands require a contributing drainage area of at least 10 acres, although pocket wetlands can be created for smaller areas if there is sufficient groundwater flow.

http://www.metrocouncil.org/environment/Watershed/bmp/CH3_STConstWLSwWetland.pdf



Porous Pavement

Porous pavement is a permeable pavement surface with an underlying stone reservoir that temporarily stores surface runoff before infiltrating into the subsoil. This porous surface replaces traditional pavement, allowing stormwater runoff to infiltrate directly into the soil and receive water quality treatment. Options include porous asphalt and pervious concrete. Porous asphalt and pervious concrete appear the same as traditional pavement from the surface, but are manufactured without "fine" materials, and incorporate void spaces to allow infiltration. Water is conveyed to the stone reservoir through the surface of the pavement, and infiltrates into the ground through the bottom of this stone reservoir. A geosynthetic liner and sand layer should be placed below the stone reservoir to prevent preferential flow paths and to maintain a

flat bottom. Designs also need some method to convey larger storms to the storm drain system. One option is to set storm drain inlets slightly above the surface elevation of the pavement. This allows for temporary ponding above the surface if the surface clogs, but bypasses larger flows that are too large to be treated by the system.



Maintenance of the pavement surface is critical to prevent clogging. Frequent vacuum sweeping is needed to keep the surface clean. Porous pavement should be located only on low traffic or overflow parking areas, which are expected not to be sanded during wintertime conditions.

http://www.stormwatercenter.net/Assorted%20Fact%20Sheets/Tool6_Stormwater_Practices/Infiltration%20Practice/Porous%20Pavement.htm

Ecosystem Protection

Why are ecosystems important to people? Local ecosystems, otherwise known as green infrastructure, are the systems that provide the most efficient mechanism to clean, infiltrate, and store groundwater; an intact green infrastructure controls flooding, improves surface water quality, and controls pest infestations. If the role of green infrastructure is underestimated, it can be of great consequence to any community. At the 2009 meeting of the Transportation Research Board's Environmental Analysis and Transportation Committee, Larry Selzer, President and CEO of the Conservation Fund provided an example where a rapidly growing community came within weeks of losing their groundwater supply. Forest land that once contributed to the groundwater supply could have been purchased for under \$1,000 per acre in its natural state, but is now under deconstruction of strip malls and reforestation for a cost of over \$500,000 per acre. Even with restoration activities, it is very difficult to recreate a remnant ecosystem after intense construction activities altered soil types and the availability of seedbeds and other wildlife. Sufficient planning and recognition of the roles of local

ecosystems must be integrated into land use and economic development decisions to prevent costly restoration of a much needed green infrastructure.

Avoidance

Wildlife corridors have been identified in the tri-county areas through the Local Legacy initiative developed by Tri-County Regional Planning Commission and the Illinois Department of Natural Resources. As road projects are identified in the tri-county area, avoid sensitive environmental areas.

Habitat Mitigation

Where green infrastructure must be disturbed, identify restoration and preservation opportunities that go beyond traditional regulation. It is with habitat mitigation, that a transportation project could very well *improve* ecosystems on a regional scale. Mitigation involves prairie, wetland, and forest restoration as well as stream channel stabilization. The IL 29 improvement project, for example, outlines a strategy to plant 64 acres of trees and 255 acres of prairie. Partnerships with environmental agencies are crucial in identifying appropriate habitat mitigation practices.

Wildlife Crossings

Millions of birds, reptiles, mammals, and amphibians are killed every year by vehicles travelling on America's roads, in addition to the more than 200 motorists that are killed each year striking these creatures. The easiest way to prevent animal-vehicle collisions on a built environment is to provide wildlife a safe path across roadways. Bridges, tunnels, culverts, and barriers can direct wildlife over, under, or around the roadway. Crossings can be designed to coincide with the natural environment and with natural animal movement paths. Smart design allows for optimum usage and minimizes habitat disruption and fragmentation. Roadways themselves can be modified to include escape areas, which allow a safe exit for trapped animals.

Nature-Oriented Design

Nature-oriented design includes a broad spectrum of practices that accommodate wildlife at the project location. These practices include the details that may specifically benefit a certain species. For example, South Carolina Department of Transportation's (SCDOT) Ravenel Bridge, a gateway connecting Charleston with the town of Mt. Pleasant, was designed to include lighting that did not disturb migratory birds and aquatic creatures in close proximity. SCDOT signed an agreement with the US Fish and Wildlife Service to use 250-watt bulbs instead of the

originally planned 1,000-watt bulbs to illuminate the bridge's towers. SCDOT also agreed to turn the lighting off during certain hours during turtle nesting season.

There are many examples of simple strategies to protect wildlife that are endorsed by the Federal Highway Administration. For example, signage warning motorists of deer or elk has proven to reduce auto speed and decrease the likelihood of animal-vehicle collisions. Another simple solution to a specific problem is implementing the use of inexpensive wire fencing in order to prevent tortoises from reaching the road. This method is used in Arkansas with great success.

Reuse and Recycling

Reusing and recycling building materials and implementing construction techniques to mitigate waste and minimize natural resource consumption are economical as well as environmentally friendly measures for greening transportation infrastructure. Status quo concrete production consumes a vast amount of natural resources and emits tremendous quantities of waste into the atmosphere in the form of toxic fumes and gasses. Recycled industrial products can significantly reduce concrete production waste and resources.

Slag Cement

Slag cement, or ground granulated blast furnace slag, is a byproduct of iron production. It can be used to replace large portions of Portland cement, saving on the necessary extraction of limestone and clay from the earth's surface. Typical mixture designs for structural or paving concrete normally use substitution rates between 25 and 50 percent; high performance and mass concrete applications can use substitution rates up to 80 percent. These high proportions for slag cement dramatically reduce the embodied material, energy, and emissions in a cubic yard of concrete. Substituting 50 percent slag cement can save between 281 and 640 pounds of virgin material per cubic yard of concrete, a reduction of between 6 and 15 percent.

In Portland cement manufacturing, almost one ton of CO² is released for every ton of portland cement produced. Between 165 and 374 pounds of CO² are saved per cubic yard of concrete by using a 50 percent slag cement substitution, a 42 to 46 percent reduction in greenhouse gas emissions. Slag cement also requires nearly 90 percent less energy to produce than an equivalent amount of portland cement.

Slag cement is whiter in color than Portland cement or other cementitious materials, such as fly ash or silica fume. This results in lighter-colored concrete products with higher reflectivity which aides in higher visibility, improved safety, and reduced heat island effect.

Source: Slag Cement Association

Fly Ash Concrete

Substituting fly ash for Portland cement is another way to make concrete greener. Fly ash is a byproduct of coal combustion for electric power facilities. Fly ash is normally used in quantities between 15 and 25 percent, as compared with substantially higher substitution levels for slag cement.

Over 61 million metric tons (68 million tons) of fly ash were produced in 2001. Currently, over 20 million metric tons (22 million tons) of fly ash are used annually in a variety of engineering applications. Typical highway engineering applications include Portland cement concrete (PCC), soil and road base stabilization, flowable fills, grouts, structural fill and asphalt filler. Fly ash utilization, especially in concrete, has significant environmental benefits including (1) increasing the life of concrete roads and structures by improving concrete durability, (2) net reduction in energy use and greenhouse gas and other adverse air emissions when fly ash is used to replace or displace manufactured cement, (3) reduction in amount of coal combustion products that must be disposed in landfills, and (4) conservation of other natural resources and materials.

Source: American Coal Ash Association

Foundry Sand

Metal foundries use large amounts of sand as part of the metal casting process. Foundries successfully recycle and reuse the sand many times in a foundry. When the sand can no longer be reused in the foundry, it is removed from the foundry and is termed “foundry sand.” Foundry sand production is nearly 6 to 10 million tons annually. Like many waste products, foundry sand has beneficial applications to other industries.

Foundry sand is a fine aggregate. It can be used in many of the same ways as natural or manufactured sands. This includes many civil engineering applications such as embankments, flowable fill, hot mix asphalt and portland cement concrete. Foundry sands have also been used extensively as agricultural topsoil.

Currently, approximately 500,000 to 700,000 tons of foundry sand is used annually in engineering applications. The largest volume of foundry sand is used in geotechnical applications, such as embankments, site development fills and road bases. Foundries are

located throughout the United States in all 50 states. However, they tend to be concentrated in the Great Lakes region, with strong foundry presence.

Source: Federal Highway Administration

Asphalt Pavement Recycling with Reclaimed Asphalt Pavement (RAP)

The Federal Highway Administration (FHWA) supports and promotes the use of recycled highway materials in pavement construction in an effort to preserve the natural environment, reduce waste, and provide a cost effective material for constructing highways. As part of the FHWA recycled materials policy, the FHWA actively promotes asphalt pavement recycling and technology.

Reclaimed asphalt pavement (RAP) is the term given to removed and/or reprocessed pavement materials containing asphalt and aggregates. These materials are generated when asphalt pavements are removed for reconstruction, resurfacing, or to obtain access to buried utilities. When properly crushed and screened, RAP consists of high-quality, well graded aggregates coated by asphalt cement.

Although the majority of old asphalt pavements are recycled at central processing plants, asphalt pavements may be pulverized in place and incorporated into granular or stabilized base courses using a self-propelled pulverizing machine. Hot in-place and cold in-place recycling processes have evolved into continuous train operations that include partial depth removal of the pavement surface, mixing the reclaimed material with beneficiating additives (such as virgin aggregate, binder, and/or softening or rejuvenating agents to improve binder properties), and placing and compacting the resultant mix in a single pass. Quality control is needed to ensure that the processed RAP will be suitable for the prospective application. This is particularly the case with in-place pavement recycling.

Reliable figures for the generation of RAP are not readily available from all state highway agencies or local jurisdictions. Based on incomplete data, it is estimated that as much as 41 million metric tons (45 million tons) of RAP may be produced each year in the United States.

Source: Federal Highway Administration

Conclusion

Green Highways concepts can apply to local roadways as well as major highway systems. Integrating new practices will require extra effort to educate local decision makers on greener

options. More information on the Green Highway Partnership can be found at www.greenhighways.org.

TRAVEL DEMAND MODEL (TDM)

A Travel Demand Model (TDM) is used to develop information to help make decisions on the future development and management of transportation systems. TDM is part of an overall transportation planning process that involves a forecast of travel patterns 15 to 25 years into the future, and an attempt to develop a future transportation system that will work effectively.

Transportation has significant effects on land use, mobility, economic development, environmental quality, government finance, and quality of life. Effective transportation planning is needed to help create high quality transportation services at a reasonable cost with minimal environmental impact. Failure to plan can lead to severe traffic congestion, dangerous travel patterns, undesirable land use patterns, adverse environmental impact, and wasteful use of money and resources. Models are important because transportation plans and investments are based on what the models say about future travel. Models are used to estimate the number of trips that will be made on an alternative transportation system at some future date. These estimates are the basis for transportation plans and are used in major investment analysis, environmental impact statements, and in setting priorities for investments (roads and land use).

During a past Federal Highway Administration/ Federal Transit Administration (FHWA/FTA) Metropolitan Planning Organization (MPO) Certification review, it was noted in the recommendations and findings that the Peoria MPO should complete the plans to implement a travel demand model. It was suggested that the model be able to produce reliable projections of travel demand that will serve as critical inputs for advancing safety conscious planning, long range transportation planning, congestion management strategies, freight forecasting, and air quality planning. Shortly after the MPO Certification review, MPO staff began developing a plan to address creating a Travel Demand Model. Staff developed a 5-year plan that outlined a process for obtaining funding, retaining a consultant, developing the model, and developing an in house training plan.

The Peoria TDM follows the basic steps in the traditional travel demand forecasting process.

1. Trip Generation- forecasts the number of trips will be made.
2. Trip Distribution- determines where the trips will go.
3. Trip Assignment- predicts the routes that the trips will take, resulting in traffic forecasts for the highway system.

Step 1 Trip Generation:

Trip Generation is the first step of the travel demand modeling process. Within each Traffic Analysis Zone (TAZ), productions and attraction are generated for existing and future land use development. The future land use scenarios were created by customized software called the Land Use Evaluation and Assessment Model or LEAM developed by the University of Illinois at Champaign-Urbana. Each TAZ will have a specific number of trip productions (trips generated by individuals and households) and Trip attractions (work, retail) calculated for it, under each alternative land use. All trips are expressed as a “person trip,” and trip productions and trip attractions are brought into balance.

Step 2 Trip Distribution:

Once person trips have been generated, they are then distributed by trip purpose on the transportation system to approximate the trip interchanges between TAZs. Person trips are distributed based largely on the land use and trip generation characteristics in each TAZ and the travel time between zones.

Step 3 Trip Assignment:

After auto, mass transit, bike, and walking trips are distributed among zones, auto trips are then assigned to the transportation network. The existing transportation system is used for the initial trip assignments, which includes the current street and highway configurations. Iterative assignments are conducted to determine the shortest travel time path from one TAZ to another so that all routes reach an equilibrium state relative to the alternative travel routes. The assignment technique most widely used is the called the equilibrium assignment.

This TDM is being used as a tool to forecast existing and future travel demands given the land use and proposed roadway improvement scenarios in the Tri-County region. This model is focused on forecasting the effects of these scenarios on average daily automobile trips over the study area network. This travel demand model is intended to be a tool to help develop policies that promote strategic investments throughout the Tri-County area.

Cube Voyager is a well known and respected transportation modeling software. After careful consideration, Cube Voyager was chosen for use in the TDM. The majority of the projects in the LRTP were loaded into the CUBE Voyager software. Certain projects were not included due to the nature of their complexity (Eastern Bypass), or the inability of CUBE to accurately model how the project will affect the transportation network (descriptions of such projects would include resurfacing, improve storm drainage, etc.)

The initial run of the CUBE software created a map of the Tri-County Area streets (collector and above) color coded by their Volume to Capacity Ratio. The V/C is a simple ratio used to

determine how much traffic a road is receiving as well as the total capacity which it is designed to carry. A VC/T of 1 means that the road is at its maximum desired load, while a VC/T of .5 means that you would need to double the amount of traffic it received before reaching capacity.

Existing Conditions Review

The existing conditions model runs out to the year 2035 and shows that there is a small amount of roadways over capacity in this region. Those with a V/C over .99 are:

- Farmington Rd. from Kickapoo Creek Rd. to Park Rd. (Peoria / Peoria County)
- The segment of University St. just south of the I-74 interchange (Peoria)
- Washington St. from Springfield Rd. to just west of I-74 (East Peoria)
- Detroit Avenue from Jefferson St. to just north of Detroit Pkwy. (Morton).

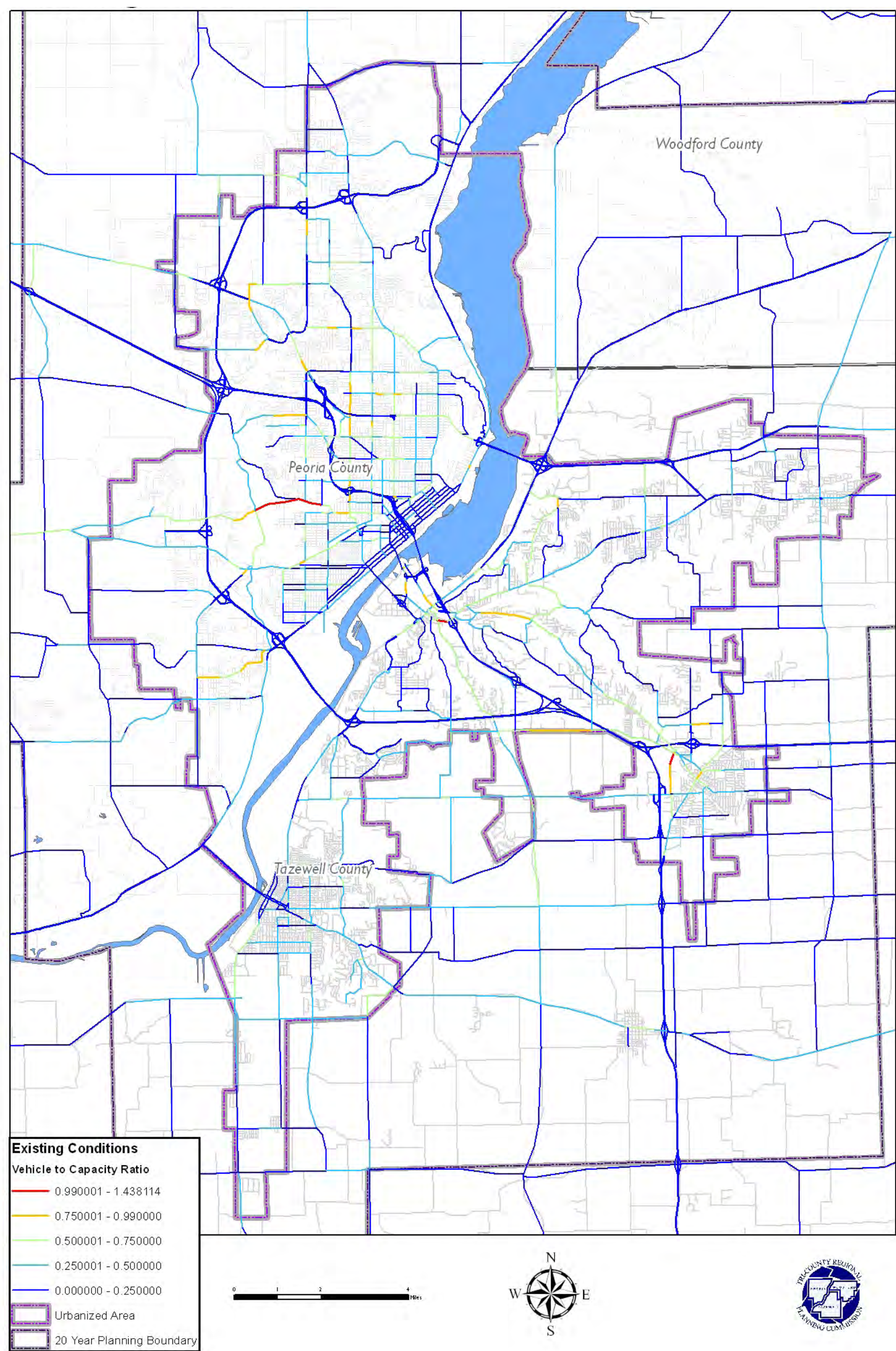
However, there are many more roadways near capacity. Those with a V/C from .75 to .99 are:

- Garfield Avenue from Airport Rd. to Smithville Rd. (Bartonville)
- Airport Rd. just east of the I-474 interchange (Peoria County)
- Farmington Rd. from Hilltop Rd. to Kickapoo Creek Rd. (Peoria / Peoria County)
- Martin Luther King Drive from Culver Rd. to Vista View Ct. (Peoria)
- Main Street from Maplewood Ave. to University St. (Peoria)
- University St. both north and south of the I-74 interchange (Peoria)
- University St. from Forrest Hill Ave. to Clarewood Ave. (Peoria)
- Pennsylvania Ave. just east of the I-74 interchange (Peoria)
- Reservoir Blvd. from Molleck Drive to Sterling Ave. (Peoria)
- Lake Ave. from Pleasant Ridge Ct. to North St. (Peoria)
- Lake Ave. from Knoxville Ave. to Wycliffe Rd. (Peoria)
- War Memorial Ave. from Sterling Ave. to Glen Hollow (Peoria)
- Charter Oak Rd. from Weaverridge Blvd. to Big Hollow Rd. (Peoria)
- Big Hollow Rd. from Pagewood Dr. to just east of Brauer Rd. (Peoria)
- Allen Rd. from Park 74 Dr. to Townline Rd. (Peoria)
- Sheridan Ave. from Richwoods Blvd. to Florence Ave. (Peoria)
- Northmoor Rd. from Imperial Dr. to Rosemead Dr. (Peoria)
- Northmoor Rd. from University St. to St. Mary's Rd. (Peoria)
- Adams St. from Vine St. to Fairholm Ave. (Peoria)
- River Rd. from Washington St. to US-150 (East Peoria)
- Washington St. from Richland St. to west of the US-150 interchange (East Peoria)
- US-150 from IL-116 to Altorfer Ln. (East Peoria)

- US-150 from Urbandale Ave. to Hill Rd. (East Peoria)
- Highview Rd. from Centennial Dr. to Oakwood Rd. (East Peoria)
- Muller Rd. from Patterson St. to Pleasant Hill Rd. (Tazewell County)
- Courtland St. from Morton Ave. to Commerce Dr. (Morton)
- Main St. from Jefferson St. to Jackson St. (Morton)
- Detroit Ave. from Birchwood St. to US-150 (Morton)

The model projects that the majority of the roads in the region are underutilized, with a V/C under .25.

Map 16: Existing Conditions.



Five Year Project Review

The second model run projected the transportation network with all five year improvements out to the year 2035. The introduction of all five year projects in the LRTP did not bring the V/C of any existing roadway above .99. Rather, the introduction of these projects reduced the V/C of Detroit Avenue in Morton to .94 from 1.09.

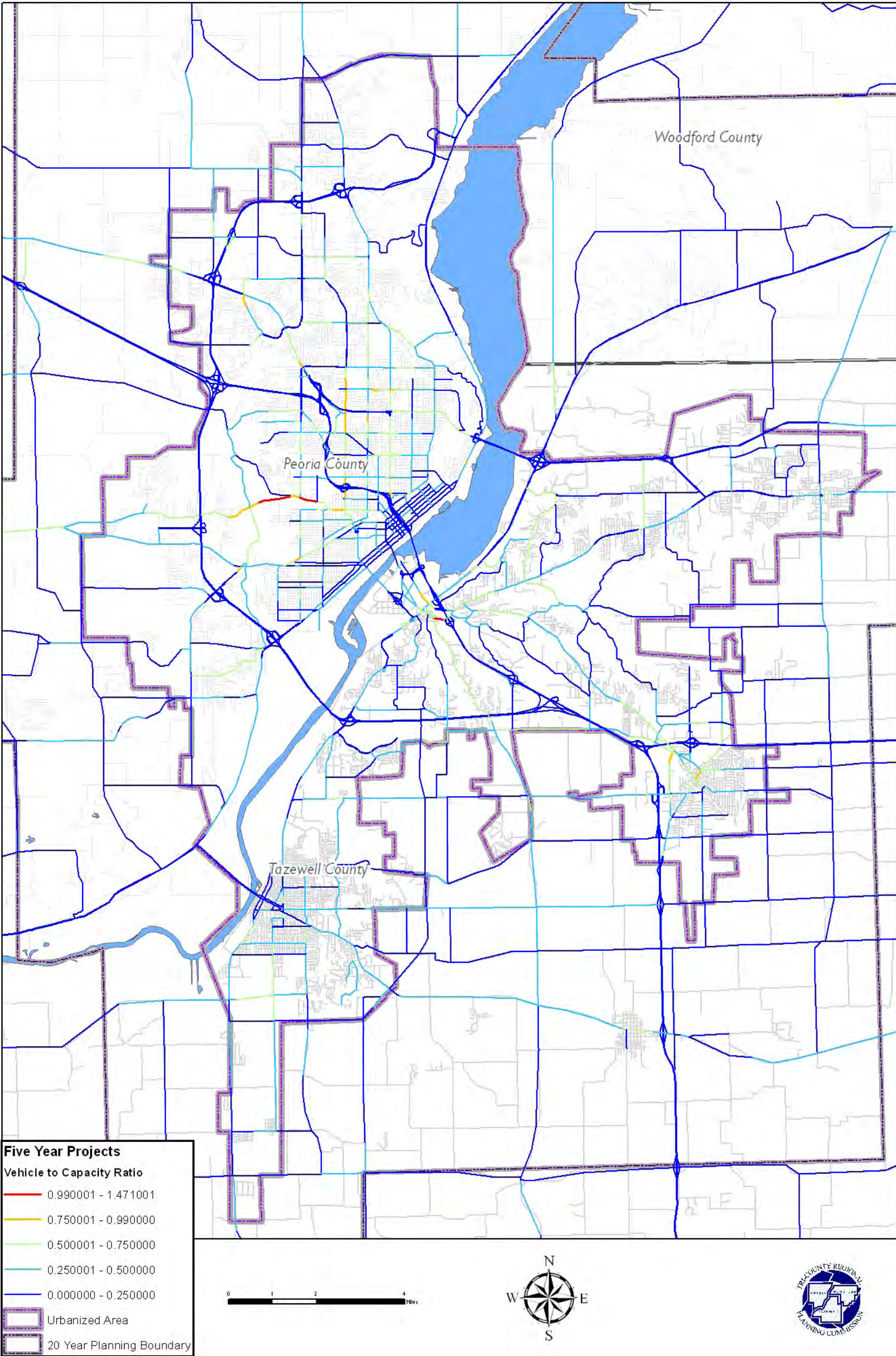
The newly introduced Technology Boulevard is expected to be used moderately with a V/C of .46.

Perhaps the biggest improvement is the extension of Veterans Drive south past Towerline Rd. The V/C along Mall Rd. drops from .60 to .11.

Other notable V/C drops include:

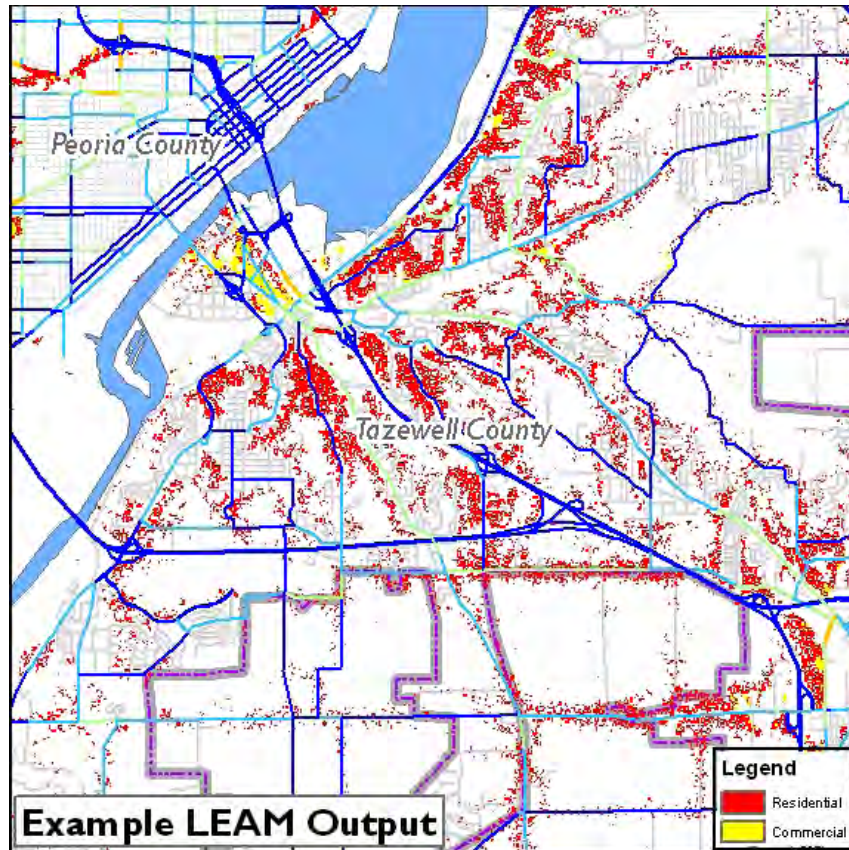
- Courtland St. from Morton Ave. to Commerce Dr. (Morton)
 - o V/C = .77 to .72
 - Due to Courtland St. improvements
- Muller Rd. from Patterson St. to Pleasant Hill Rd. (Tazewell County)
 - o V/C = .78 to .68
 - Due to Rt. 8 improvements and Veterans Drive extension
- US-150 from Urbandale Ave. to Hill Rd. (East Peoria)
 - o V/C = .79 to .67
 - Due to Rt. 8 improvements and Technology Blvd.
- River Rd. from Washington St. to US-150 (East Peoria)
 - o V/C = .78 to .74
 - Due to Technology Blvd.
- Washington St. from Richland St. to west of the US-150 interchange (East Peoria)
 - o V/C = .81 to .30
 - Due to Technology Blvd.
- Reservoir Blvd. from Molleck Drive to Sterling Ave. (Peoria)
 - o V/C = .75 to .69
 - Possibly due to Pioneer Parkway Extension
- Northmoor Rd. from Imperial Dr. to Rosemead Dr. (Peoria)
 - o V/C = .75 to .73
 - Due to Northmoor Rd. projects
- Big Hollow Rd. from Pagewood Dr. to just east of Brauer Rd. (Peoria)
 - o V/C = .84 to .67
 - Due to Pioneer Parkway Extension

Map 17: Five Year Projects.



Ten Year Project Review

The third run of the travel demand model projected the transportation network out to 2035 with the inclusion of all ten year projects in the LRTP. This model run also incorporated the use of a Land Use Evolution & Impact Assessment Model (LEAM), which projects the socio-economic development changes created by the five year projects. The introduction of all ten year projects into the model puts an additional segment of Farmington Rd. from Kickapoo Creek Rd. to Raber Rd. over capacity. This is due to the additional trips generated by the development the 5 year projects created.

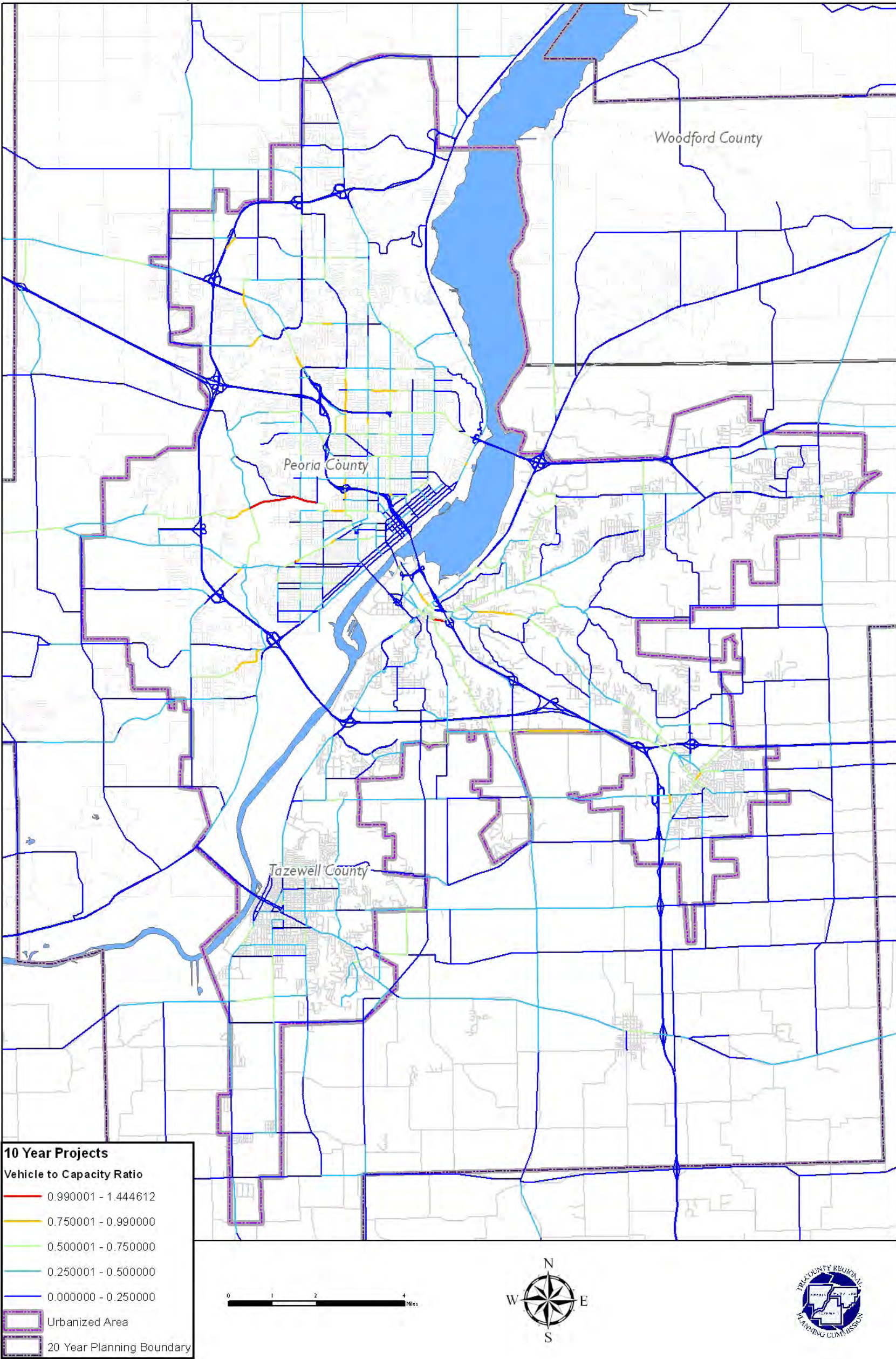


However, every new project added to the transportation network does reduce the V/C of that particular roadway. The following is a list of notable examples:

- Sheridan Ave. from Glen St. to Giles St. (Peoria)
 - o V/C = .68 to .29
- Glen Ave. from Sterling Ave. to Forest Hill Ave. (Peoria)
 - o V/C = .51 to .35
- Detroit Ave. from Birchwood St. to US-150 (Morton)
 - o V/C = .95 to .44
- US-24 south of Kingston Mines (Peoria County)
 - o V/C = .34 to .17

The introduction of these projects creates no major changes throughout the transportation network in the region. However, the improvements helped to maintain the integrity of a transportation network that, as a whole, operates far below its maximum capacity.

Map 18: Ten Year Projects.



Twenty-Five Year Project Review

The fourth and final run of the travel demand model projected the transportation network out to 2040 with the inclusion of projects in the LRTP. This model run also utilizes LEAM and contains the increased trips created by economic development improvements generated by the five and ten year LRTP projects. The introduction of all 25 year projects in the LRTP did not bring the V/C of any existing roadway above .99. However, the increased trips generated by the economic development of the 10 year projects did boost the V/C ratio into the .75 to .99 range for a few roads. The most notable examples of this occurrence are:

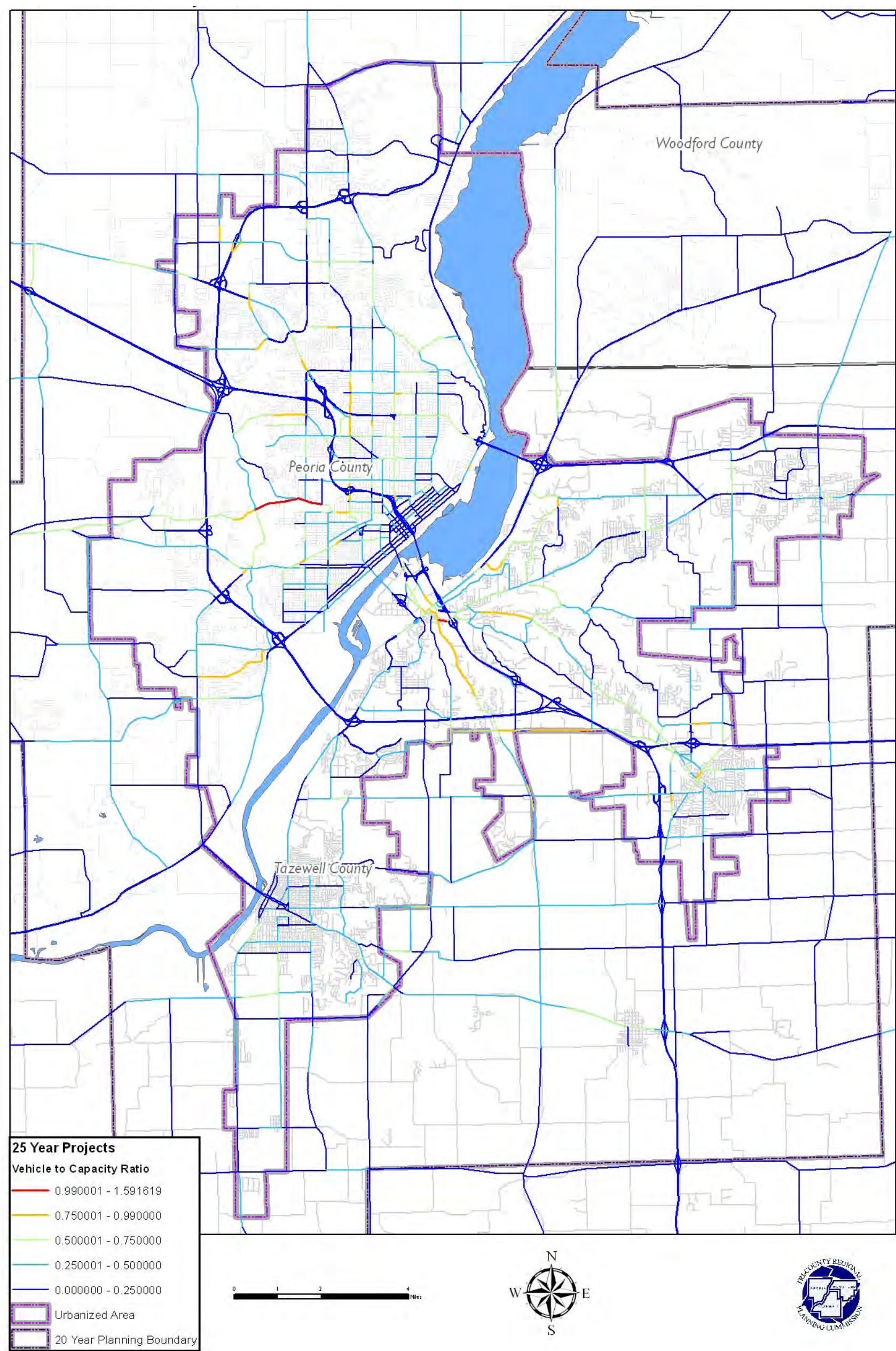
- Springfield Rd. from Main St. to James Ct. (East Peoria)
 - o V/C = .65 to .79
- Highview Rd. from Centennial Dr. to Oakwood Rd. (East Peoria)
 - o V/C = .71 to .75
- Reservoir Blvd. from Sterling Ave. to Molleck Dr. (Peoria)
 - o V/C = .72 to .78

The 25 year projects included four new roadways. Two are projected to have moderate usage immediately, while two are not:

- IL 336 (Peoria County)
 - o V/C = .034
- Orange Prairie Extension (Peoria)
 - o V/C = .003
- Airport Rd. Extension (Peoria County)
 - o V/C = .19
- Cummings Ln. Extension (Washington)
 - o V/C = .29

As with the 10 year projects, the introduction of the 25 year projects creates no major changes throughout the transportation network in the region. However, the improvements help to maintain the integrity of a transportation network that, as a whole, operates far below its maximum capacity.

Map 19: Twenty-Five Year Projects.



FUNDING ANALYSIS

Introduction

By Federal law, the Long Range Transportation Plan (LRTP) must be fiscally constrained. This means that transportation projects included in the plan must have reasonably guaranteed funding sources for them to be included. Specifically:

The LRTP must include a financial plan that demonstrates the consistency of proposed transportation investments with already available and projected sources of revenue. The financial plan shall compare the estimated revenue from existing and proposed funding sources that can reasonably be expected to be available for transportation uses, and the estimated costs of constructing, maintaining and operating the total (existing plus planned) transportation system over the period of the plan.
(23 CFR 450.322)

This chapter will discuss revenue sources, and estimate the amount of federal, state, and local funding that will be available for transportation projects over the next twenty-five years in the Peoria-Pekin Urbanized Area. The purpose of this analysis is to determine whether or not the region has adequate resources to operate and maintain the existing transportation system, and also have the resources to build future capacity into the transportation system.

Federal Revenues

The primary source of federal funds for transportation projects is The Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users, commonly known as SAFETEA-LU. This Act, which was enacted in 2005, provides funds to the Peoria-Pekin Urbanized Area through several programs:

- Interstate Maintenance Program
- National Highway System Program
- Surface Transportation Program
- Highway Bridge Replacement and Rehabilitation Program
- Hazard Elimination Safety Fund
- Federal Transit Administration urbanized area formula grants for Mass Transit
- Federal Transit Administration capital investment grants for Mass Transit
- Transportation Enhancement Program

These programs require different levels of local matching funds, ranging from 0% to 20%.

Federal funds are used primarily to maintain the existing transportation system; however, they are also used to improve the transportation by adding capacity as the population grows.

Forecast of Federal Revenues

Funding forecasts were divided into three sources of funding to determine estimated revenues for the 25-year planning horizon:

- Federal funds with the exception of STPU-Local dollars and Transit
- STPU-Local
- Transit

Uncertainty in the funding levels increase in the later years of the planning horizon.

Federal Funds with the Exception of STPU-Local Dollars and Transit

Federal funding fluctuates yearly, often differing by millions of dollars. For the years FY2011 to FY 2013, federal program funds, with the exception of STPU-Local dollars and Transit funding, have previously been calculated as part of the FY2010-2013 Transportation Improvement Program (TIP). Table 17 shows the yearly funding level. (Match is not included in the figures.)

Table 17: Allocated Federal Funding with the Exception of STPU and Transit.

Fiscal Year	Anticipated Funding Level
FY10	\$ 31,870,000
FY11	\$ 22,822,000
FY12	\$ 32,894,000
FY13	\$ 28,056,000
Average	\$ 28,910,500

In order to estimate the funding levels for the years FY2014 through FY2035, an average of the FY2010 to FY2013 funding levels was used, which has been rounded to \$29,000,000. In addition, an inflation/escalation factor of 3% per year was applied.

The amount of federal funds (with the exception of STPU-Local and Transit) estimated to be available is shown below in Table 18. The amounts have been aggregated to match the time frame for the projects that have been submitted:

Table 18: Estimated Federal Funds With Exception of STPU and Transit.

Fiscal Years	Estimated Available Funds
FY2010-2015	\$177,000,000
FY2016-FY2020	\$168,000,000
FY2021-FY2035	\$684,000,000
TOTAL FY2011 – FY2035	\$1,029,000,000

An additional source of funds for state transportation projects in the MPO area is money available by special legislation. The most recent federal transportation bill, known as SAFETEA-LU, was enacted in July 2005 and had a number of earmark projects for the Peoria-Pekin Urbanized Area.

Table 19: Earmarks in SAFETEA-LU.

Project Description	Amount	Recipient
Parking facility for riverfront museum in Peoria	\$ 800,000	Peoria County
IL 29 (IL 6 to I-180) - Phase 2 and land acquisition	\$ 1,600,000	IDOT
Upgrades for Muller Road in Washington	\$ 224,000	Washington
Technology Boulevard in East Peoria	\$ 800,000	East Peoria
Street widening and sidewalks in Bartonville	\$ 762,058	Bartonville
Veterans Drive in Pekin	\$ 4,800,000	Pekin
Pioneer Parkway Extension	\$ 2,600,000	Peoria
Illinois 8 from East Peoria to Washington	\$ 762,056	IDOT
Eastern By-Pass study and land acquisition	\$ 2,400,000	IDOT
Illinois 336 from Peoria to Macomb	\$ 7,200,000	IDOT
TOTAL	\$ 21,948,114	

SAFETEA-LU covered a period of five years and expired in September 2009. It is unknown at this time when a new transportation bill will be passed. It is also unknown if the Peoria-Pekin Urbanized Area will be the recipient of a similar amount of earmark funding once a new bill is passed.

For the purposes of this document, an estimate of the amount of earmarks available to the PPUATS area was made based on historical data. Assuming that earmark funding comparable

to the previous transportation bill is included in the new transportation bill, a total of \$109,000,000 will be made available in the next twenty-five years.

As can be seen in Table 19 on the previous page, some earmarks are for the Illinois Department of Transportation (IDOT), while others are for local agencies/projects. IDOT has estimated that \$85,000,000 of the \$109,000,000 will go to IDOT.

For purposes of this document, the total amount of earmarks was divided by five, and the result is estimated to be the amount of earmarks that can be expected per year. This amount is approximately \$4,300,000.

Table 20: Estimated IDOT Earmarks FY2010-FY2035.

Fiscal Years	Estimated Available Funds
FY2010-FY2015	\$20,000,000
FY2015-FY2019	\$15,000,000
FY2020-FY2035	\$50,000,000
TOTAL	\$85,000,000

The Illinois Department of Transportation has submitted a list of projects to be included in this Long Range Transportation Plan. The amount of federal funds requested by IDOT is shown below in Table 21. (Match is not included in the calculations.)

Table 21: Comparison of IDOT Request to Estimated Available Federal Funds.

	Estimated Funds Available			
Fiscal Years	Authorized	Earmarks	Total	IDOT Request*
FY2010-FY2015	\$177,000,000	\$20,000,000	\$197,000,000	\$197,250,000
FY2015-FY2019	\$168,000,000	\$15,000,000	\$183,000,000	\$183,750,000
FY2020-FY2035	\$684,000,000	\$50,000,000	\$734,000,000	\$732,750,000
TOTAL	\$1,029,000,000	\$85,000,000	\$1,114,000,000	\$1,113,750,000

*The amount is 75% of the amount requested by IDOT to account for match, which varies by program

The total amount of federal funds requested by IDOT is less than the estimate of the amount of federal funds that will be made available. Therefore, the IDOT request is fiscally constrained. (The total list of IDOT requests can be found at the end of this chapter)

American Recovery and Reinvestment Act

The American Recovery and Reinvestment Act (ARRA), also known as the federal stimulus bill, was passed by Congress in February 2009. This bill provided funding for highway infrastructure projects throughout the nation. At the time this document was prepared, Congress was discussing a second round of stimulus funding. For purposes of this document, it will be assumed that the second round of stimulus funding will again be used on maintenance-type projects, such as mill and overlay.

STPU-Local Funding

Every year, IDOT sets aside federal funds to be programmed by PPUATS. All funds must be used on Federal Aid routes. These funds cannot be used for operation and maintenance of the existing transportation system; they can be used only for projects which add capacity to the transportation system.

For the years FY2010 to FY2013, these funds have been programmed in the Transportation Improvement Program. The amount of funds available are:

Table 22: Allocated STPU Funding.

Fiscal Year	Available Funding
FY2010	\$ 2,014,494
FY2011	\$ 2,014,494
FY2012	\$ 2,014,494
FY2013	\$ 2,014,494
FY2014	\$ 2,014,494
TOTAL	\$ 10,072,470

The FY2010-2013 Transportation Improvement Program (TIP) adopted by PPUATS in August 2009, lists all projects which have been programmed to received STPU-Local funds in the next four years. This list can be found at the end of this chapter. Because the amount of available funds and the amount of requested funds are both approximately \$10,000,000, the plan is said to be fiscally constrained for the years FY2010 to FY2014.

It is difficult to project the amount of STPU-Local funding that will be made available by IDOT in the years beyond FY2014. For that reason, this document will assume a base amount of \$2,000,000 per year.

The amount of STPU-Local funds estimated to be available is shown below in Table 23. The amounts assume a 3% annual inflation/escalation factor after FY2014.

Table 23: Estimated STPU Federal Dollars-Local Funding FY2015-FY2035.

Fiscal Years	Estimated Available Funds
FY2015-FY2019	\$11,000,000
FY2020-FY2035	\$48,500,000
TOTAL	\$69,500,000

In addition to STPU-Local funds, federal earmarks are sometimes available to fund local projects. The previous discussion of federal earmarks estimated that \$24,000,000 in federal earmarks will be available for local projects from FY2015 to FY2035.

The state of Illinois is another potential source of funding for local transportation system needs. The state passes a capital bill approximately once every ten years. In 2009, two capital projects were announced – Illinois Jobs Now and Jump Start. The two bills combined authorize over \$66,000,000 for local projects on Federal Aid routes (this amount does not include funding for state and federal highways). Assuming the state of Illinois continues to provide funding for transportation projects, approximately \$6,600,000 per year may be available over the next twenty-five years.

Table 24 below shows the estimated amount of federal and state funding that will be available for local transportation projects.

Table 24: Estimated Available Funds.

Fiscal Years	STPU-Local	Federal Earmarks	State Funding	Total
FY2015-FY2019	\$11,000,000	\$10,000,000	\$33,000,000	\$54,000,000
FY2020-FY2035	\$48,500,000	\$14,000,000	\$105,600,000	\$168,100,000
TOTAL	\$59,500,000	\$24,000,000	\$138,000,000	\$222,100,000

As part of this Long Range Transportation Plan, each of the PPUATS jurisdictions was asked to provide a list of capacity-building highway projects on Federal Aid highways. Each jurisdiction was asked whether the project was a five year, ten year, twenty five year or illustrative project. The total list of requests is at the end of this chapter.

The amount of funds requested by PPUATS jurisdictions compared to the amount estimated to be available is shown below in Table 25.

Table 25: Funds Requested vs. Available.

Fiscal Years	Estimated Amount Available	Amount Requested
FY2015-FY2019 (10-Year Projects)	\$54,000,000	\$132,247,500
FY2020-FY2035 (25-Year Projects)	\$168,100,000	\$81,613,000
TOTAL	\$222,100,000	\$213,860,500

For the years FY2015-FY2019, the requested funding is significantly more than the estimated funds available. However, for the year FY2020-FY2035, the requested funding is less than estimated. When looked at as a whole, the amount of funds requested is less than the amount estimated to be available. Therefore, this plan is said to be fiscally constrained.

It is interesting to note that local jurisdictions requested that highway projects be funded in the next ten years. This could be due to the extreme nature of the need for highway improvements, or it could be because jurisdictions find it difficult to plan for highway improvements more than ten years out.

Local jurisdictions have other sources of funding available to pay for transportation system improvements. One of these is Motor Fuel Tax (MFT). However, the amount of MFT each jurisdiction is receiving has fallen in recent years, and further, these funds are also used for maintenance and to improve roads that are not in the Federal Aid system. Therefore, MFT cannot be counted on as a major source of funding for Federal Aid projects, except as match.

Another source of funding for local agencies is property taxes. Because property taxes are used for a vast array of local needs, these funds cannot be counted on as a source of funding for Federal Aid highway projects.

Mass Transit

An estimate of the amount of federal funds available for mass transit was determined by looking at the amounts budgeted by the Greater Peoria Mass Transit District (GPMTD) for the next five years, and then extrapolating the average annual amount over the next twenty-five years.

Table 26: Allocated Transit Funding.

Fiscal Year	Federal Funds Budgeted
FY 2010	\$ 31,546,400
FY 2011	\$ 5,775,200
FY 2012	\$ 6,972,000
FY 2013	\$ 5,752,800
<i>Average</i>	<i>\$ 12,489,100</i>

Based on the chart above, approximately \$12,500,000 per year is estimated to be available for mass transit during the lifetime of the FY2010-2035 Long Range Transportation Plan. The following documents provided by GPMTD can be found at the end of this chapter:

- FY2010 – FY 2013 GPMTD Transportation Improvement Program
- Long Range Capital Improvement Projects
- Financial Forecasts FY2010 – FY2035

Forecast of State Revenues

Many projects funded with federal money require a match. The state of Illinois provides the match for projects programmed by the Illinois Department of Transportation. Table 27 below indicates the amount of match provided by the state for each fiscal year from FY07 to FY11. (All information was obtained from the appropriate year's Transportation Improvement Program.)

Table 27: State Match.

Fiscal Year	State Match Programmed
FY 2007	\$ 8,000,000
FY 2008	\$ 9,299,000
FY 2009	\$ 8,262,000
FY 2010	\$ 8,314,000
FY 2011	\$ 7,496,000
<i>Average</i>	<i>\$ 8,274,200</i>

It is important to note that the amount of match provided by the state is dependent upon the amount of federal funds available. Table 28 below is a forecast of state funds available for match based on the \$8,274,200 average with a 3% annual inflation/escalation increase.

Table 28: State Funds Available for Match.

Fiscal Years	Estimated State Match
FY2010-FY2014	\$45,000,000
FY2015-FY2019	\$52,500,000
FY2020-FY2035	\$231,000,000

Forecast of Local Revenues

As mentioned above, the MPO is allocated federal funds - known as STPU-local funds - to program locally. This amount has been approximately \$2M a year for the last few years. Each local jurisdiction that receives funding through STPU-Local funds must provide a minimum 30% match; however, over the past 25 years, local governments have provided an average of 33.8% of project costs in local funds. The estimate of local funds for federally funded transportation projects for 2010-2035 stated below in Table 29 is based on a 30% project cost share for STPU projects.

Table 29: Local Match Required.

Fiscal Years	Minimum Match Required
FY2010-FY2014	\$3,000,000
FY2015-FY2019	\$3,300,000
FY2020-FY2035	\$14,550,000

Summary

The purpose of this section of the Long Range Transportation Plan is to compare the amount of funds available to the PPUATS region during the life of the plan, with the needs of the transportation system. If the estimated revenue is consistent with costs of the system, the plan is said to be financially constrained. The analysis in this chapter indicates that there will be sufficient revenue from federal, state and local sources to undertake the highway improvements listed in this plan; therefore, the plan is fiscally constrained.

TRANSPORTATION PROJECTS

Table 30: State Projects.

I 155 Feather Rd. to S. of Birchwood Ave in Morton	Resurfacing (3P)/ Cold Milling	6 years	\$6,600,000
IL 8/ E. Washington St. Branch of Farm Creek to E. of Sunrise Ave	Add'tl Lanes, Intersection Improvement, and Retaining Wall	6 years	\$11,500,000
IL 40/Knoxville Ave North of Cedar Hills Drive to North of Mossville Rd Resurfacing(3P)/Intersection	Additional Lanes & Intersection Improvement	6 years	\$12,500,000
Bridge Replacement/ Bridge Approach Roadway/ Horizontal Realignment/ Farmington Rd.(FAU 6659) At Kickapoo Creek Rd. W of Peoria	Intersection Reconstruction	6 years	\$8,000,000
IL 6 IL 6/29 Spur to E. of Allen Rd.	Resurfacing (3R)/ Patching/ Shoulder Repair	6 years	\$6,700,000
IL 6 E. of Allen Rd to N of US 150	Resurfacing (3R)/Patching/ Shoulder Repair	6 years	\$6,100,000
IL 40 /Knoxville Ave At Pioneer Pkwy	Intersection Improvement, Left Turn Lanes, Right Turn Lane, Traf Signal Replacement	6 years	\$2,500,000
IL 98/ Edgewater Dr. Birchwood St. 0.3 Mi E of Pkwy Dr. in N. Pekin to 0.2 Mi. W. of Flint St. in Morton	Resurfacing (3R) Intersection Improvement	6 years	\$4,200,000
Allen Rd. (FAU 6585)At Alta Rd. N of Peoria	Add'tl Lanes/ Intersection Reconstruction/ Traf Signal Installation/Resurfacing (3R) Culvert (New)	6 years	\$8,200,000
I 74/I 155 Muller Rd. to east of I 155 in Morton	Interchange reconstruction, new bridge, engineering	6 years	\$57,000,000
I 74. east of I 155 to east of Morton Ave. in Morton	Bridge Rehab. And replacement, reconstruction and add'tl lanes	6 years	\$25,000,000
US 24/ IL 29 US 150 to I 474 in Peoria	Corridor Improvements	6 years	\$11,000,000
IL 336 Macomb to Peoria Corridor	Engineering plans & soils report	6 years	\$9,500,000
Various locations	RESURFACING / BRIDGE REHABILITATION	6 years	\$95,000,000

TOTAL \$263,800,000

TOTAL X .75 \$197,250,000

US 24-W OF PEYTON CREEK TO KINGSTON MINES (FOR 4-LANES)	ADDITIONAL LANES	10 years	\$40,000,000
ILL 29-ILL 6 TO CEDAR HILLS DR	NEW CONSTRUCTION	10 years	\$55,000,000
ILL 336-TAYLOR RD TO I-474	NEW CONSTRUCTION	10 years	\$55,000,000
Various locations	RESURFACING / BRIDGE REHABILITATION	10 years	\$95,000,000

TOTAL \$245,000,000

TOTAL X

TOTAL X .75 \$183,750,000

I -74-UP RR TO W OF STERLING	RECONSTRUCTION	25 years	\$20,000,000
I-74-E OF ILL 78 TO W OF KICKAPOO/EDWARDS RD	RECONSTRUCTION	25 years	\$80,000,000
I -74-W OF KICKAPOO / EDWARDS RD TO E OF I-474	RECONSTRUCTION	25 years	\$40,000,000
I -74-E OF WASHINGTON ST TO PINECREST DR	RECONSTRUCTION	25 years	\$50,000,000
US 24-PEORIA CO LINE TO W OF PEYTON CREEK (FOR 4-LANES)	ADDITIONAL LANES	25 years	\$17,000,000
US 150-URBANDALE AVE IN EAST PEORIA TO DETROIT AVE IN MORTON	RESURFACING (3R)	25 years	\$20,000,000
US 150-CH 40 IN KICKAPOO TO ORANGE PRIARIE	ADDITIONAL LANES	25 years	\$35,000,000
ILL 29-N OF GARDNER LN TO MCCLUGAGE BRIDGE IN PEORIA	BI-DIRECT LEFT TURN LANE	25 years	\$35,000,000
ILL 336-W OF HANNA CITY TO TAYLOR RD	NEW CONSTRUCTION	25 years	\$45,000,000
FARMINGTON RD-SOUTHPORT RD TO MAIN ST IN PEORIA	NEW CONSTRUCTION	25 years	\$25,000,000
FARMINGTON RD-E OF KICKAPOO CREEK TO SOUTHPORT RD IN PEORIA	BI-DIRECT LEFT TURN LANE	25 years	\$10,000,000
EASTERN BYPASS IL 6 TO I 74 (NEW BRIDGE/INTERCHANGE)	NEW CONSTRUCTION	25 years	\$300,000,000
Various locations	RESURFACING / BRIDGE REHABILITATION	25 years	\$300,000,000

TOTAL \$977,000,000

TOTAL X .75 \$732,750,000

GRAND TOTAL \$1,113,750

Table 31: Local Projects.

5 Year Projects (FY2010-FY2014)

<i>Jurisdiction</i>	<i>Project</i>	<i>Improvement Description</i>	<i>Total Estimated Cost</i>	<i>Total STPU-Local Funds</i>
City of East Peoria	<i>TIP (EP-11-01)</i> Centennial Drive - .5 mi West of Grange Rd to intersection with Grange Rd.	Improve to full urban standards	\$ 1,095,000	\$ 766,000
City of East Peoria	<i>TIP (EP-13-01)</i> Centennial Drive - Intersection with Grange Rd. to Washington City Limits	Improve to full urban standards	\$ 2,950,000	\$ 2,065,000
Village of Morton	<i>TIP (MO-11-01)</i> E. Jefferson St Improvement Phase II- Rhode Island to Tennessee Ave	widen to 3 lanes	\$ 1,121,000	\$ 706,000
City of Pekin	<i>TIP (PEK-12-01)</i> El Camino Drive Extension - South 2nd Street to South 14th Street	2 lanes (urban standards)	\$ 1,000,000	\$ 560,000
City of Peoria/ Peoria County	<i>TIP (PEO-10-01)</i> Northmoor Rd. Phase 1- Intersection with Sheridan Rd.	Reconstruction Intersection, Adding Lanes, and Upgrading Signals	\$ 2,770,000	\$ 1,939,000
City of Peoria/ Peoria County	<i>TIP (PEO-12-01)</i> Northmoor Rd. Phase 2- West of Sheridan Rd Intersection to east of University	Addition of lanes & curb and gutter installation	\$ 2,250,000	\$ 1,575,000
Village of Peoria Heights	<i>TIP (PH-13-01)</i> Peoria Heights Trailhead- 1) Marietta Ave & Prospect Rd 2) Glen Ave & Bellevue Pl	Enhancement/ bike trail head	\$ 633,000	\$ 390,000



City of Washington	<i>TIP (WA-11-01)</i> Dallas Road Improvement - Newcastle Road to Westminster	upgrades	\$ 1,100,000	\$ 707,000
City of West Peoria	<i>Programmed for FY 2014</i> Sterling Ave- Farmington Rd to Nebraska Ave	Complete Reconstruction	\$ 4,000,000	\$ 1,595,000
TOTAL			\$ 16,919,000	\$ 10,303,000

Other 5 Year Projects

<i>Jurisdiction</i>	<i>Project</i>	<i>Improvement Description</i>	<i>Total Estimated Cost</i>	<i>Funding Source</i>
City of Pekin	Veteran's Drive Extension South - Commercial Drive to Route 29	5 lanes (urban standards)	\$ 30,000,000	Illinois Jobs Now
City of Pekin	Veteran's Drive Extension North - Broadway Sheridan	5 lanes	\$ 4,800,000	SAFETEA-LU
City of East Peoria	Camp St. Connector	new roadway	\$ 800,000	SAFETEA-LU
City of East Peoria	Technology Boulevard	new roadway	\$ 26,000,000	Illinois Jobs Now
City of Peoria	Pioneer Parkway Extension from Allen Road to Rt. 91	new construction	\$ 2,600,000	SAFETEA-LU
City of Peoria	Orange Prairie Road Extension - US 150 to IL 91	3 lane extension	\$ 10,000,000	Illinois Jobs Now

10 Year Projects (FY2015-FY2019)

<i>Jurisdiction</i>	<i>Project</i>	<i>Improvement Description</i>	<i>Total Estimated Cost</i>	<i>Funding @ 70%</i>
Village of Bartonville	Pfeiffer Rd.- Ricketts Ave to Airport Rd.	resurfacing	\$ 1,830,000	\$ 1,281,000
Village of Bartonville	Garfield Ave- Adams St. to Airport Rd.	resurfacing	\$ 3,650,000	\$ 2,555,000
City of East Peoria	Camp Street Improvement - Main Street (IL 116) to Riverside Drive	widen to 5 lanes, turn lanes, and signals	\$ 3,400,000	\$ 2,380,000
Village of Morton	Harding Road Improvement - North Main Street to Morton's City Limits	Overlay & Shoulder	\$ 70,000	\$ 49,000
Village of Morton	East Courtland Street Extension - North Main Street to Harding Road	New Roadway, Urban standards	\$ 1,500,000	\$ 1,050,000
Village of Morton	Jackson (US 150) & Main Intersection improvements & signals	improvements	\$ 2,000,000	\$ 1,400,000
Village of Morton	Tennessee Improvement- Widen Jackson (US 150) to Jefferson	improvements	\$ 1,200,000	\$ 840,000
Village of Morton	Detroit Ave Improvement- Jackson (US 150) to Birchwood (IL 98)	Widen 3 lanes to 5 lanes w/bike trail- intersection improvement at Jackson and Jefferson	\$ 5,500,000	\$ 3,850,000
Village of Morton	Lakeland Rd.- VFW to N. Morton Ave	widen to 3 lanes	\$ 2,500,000	\$ 1,750,000
Village of Morton	Veterans Rd.- Lakeland to Wildlife Dr.	widen to 3 lanes	\$ 2,500,000	\$ 1,750,000



City of Pekin	Petri Drive Extension - S. 5th to S. 14th with direct connection to Hanna Dr.	extension proceeding east from 5th St. terminate by intersecting with 14th St. (2 lane urban road)	\$ 1,200,000	\$ 840,000
City of Pekin	Veteran's Drive Extension North - Broadway Sheridan (remainder)	5 lanes	\$ 19,200,000	\$ 13,440,000
City of Peoria	Alta Road Improvement - Allen Road to Knoxville Ave	improve to urban standards	\$ 6,500,000	\$ 4,550,000
City of Peoria	Gale Avenue Improvement - Forrest Hill Ave to Sterling Ave	widen to 3 lane road	\$ 3,300,000	\$ 2,310,000
City of Peoria	M.L. King Drive Improvement - Garrett to Western	resurfacing	\$ 3,715,000	\$ 2,600,500
City of Peoria	Allen Road Corridor Improvement - Townline Rd to Cedar Hills Drive	widen to 5 lane road	\$ 15,000,000	\$ 10,500,000
City of Peoria	Pioneer Parkway Extension - Allen Road to Trigger Rd.	five lane urban standard	\$ 50,000,000	\$ 35,000,000
City of Peoria	University Street Improvement- Pioneer Parkway to Townline Rd.	From Rural 2-lane to an Urban 3- lane	\$ 5,000,000	\$ 3,500,000
Peoria County	Dirksen Parkway Improvement- Middle Rd. to Airport Rd.	Reconstruction- improvement to current pavement design standards	\$ 4,000,000	\$ 2,800,000
Peoria County	Old Galena Rd.- IL Rte. 6 to Cedar Hills Drive	Reconstruction- improvement to current pavement design standards	\$ 8,000,000	\$ 5,600,000
City of Peoria/ Peoria County	Sheridan Rd. Corridor- Glen Ave to Knoxville Ave	widen to 5 lanes	\$ 9,300,000	\$ 6,510,000
City of Peoria/ Peoria County	Northmoor Rd. (remainder)	widen to 5 lanes	\$ 14,000,000	\$ 9,800,000
Village of Peoria Heights	Lake St- Prospect to Boulevard Ave	Reconstruction	\$ 750,000	\$ 525,000



Village of Peoria Heights	Prospect Rd.- Marietta Ave to Cox Ave	improvements	\$ 650,000	\$ 455,000
Village of Peoria Heights	Glen Ave- N. Prospect Rd to Grandview Dr.	Reconstructing to urban standards	\$ 1,250,000	\$ 875,000
Village of Peoria Heights	Boulevard Ave.- War Memorial (US 150) to Lake St.	Reconstruction w/ 30' face to face pavement, sidewalk, and other improvements	\$ 2,500,000	\$ 1,750,000
Tazewell County	Main St. in Washington- Devonshire Rd to US 24 Bypass	Rural 2-lane to urban 3-lane	\$ 4,000,000	\$ 2,800,000
Tazewell County	Broadway Road Widening- Veterans to Springfield	widening, grading, drainage improvements	\$ 4,925,000	\$ 3,447,500
Tazewell County	Dee Mack/Cooper Rd- Intersection Improvement	Safety Improvement	\$ 675,000	\$ 472,500
City of Washington	Freedom Parkway Extension- McCluggage Bridge to N. Cummings Lane	extending Freedom Pkwy to north of Cummings Lane	\$ 2,600,000	\$ 1,820,000
City of Washington	West Jefferson Street Extension- Wilmor Rd. to Eagle Ave	extending West Jefferson to Eagle Ave (2 lane roadway)	\$ 1,100,000	\$ 770,000
City of Washington	Dallas Road Improvement Phase II - Westminster to Cruger Rd	upgrades	\$ 1,200,000	\$ 840,000
City of West Peoria	Sterling Ave - Farmington Road to Nebraska	reconstruction	\$ 2,400,000	\$ 1,680,000
Woodford County	Hickory Point Road Improvement - IL Route 116 to Santa Fe Trail (CH 25)	reconstruction & resurfacing	\$ 1,000,000	\$ 700,000
Woodford County	IL Route 116/CH 23/CH 25 Intersection - Signalize Intersection	Safety Improvements	\$ 1,500,000	\$ 1,050,000
Woodford County	Douglas Road Box Culvert Improvement - Walnut Creek (1 Mile S of IL 116)	replacing a box culvert over a tributary	\$ 450,000	\$ 315,000

Woodford County	Douglas Road Improvement	Mill & Overlay	\$ 560,000	\$ 392,000
TOTAL			\$ 188,925,000	\$ 132,247,500

25 Year Projects (FY2020-FY2035)

<i>Jurisdiction</i>	<i>Project</i>	<i>Improvement Description</i>	<i>Total Estimated Cost</i>	<i>Funding @ 70%</i>
Village of Bartonville	Garfield Ave Extension- Smithville Rd. to Airport Rd.	extending road to accomodate more traffic	\$ 6,690,000	\$ 4,683,000
Village of Creve Coeur	Wesley Road Improvement - State Route 29 to State Route 29	Widening and Resurfacing	\$ 10,000,000	\$ 7,000,000
Village of Creve Coeur	Veteran's Drive Extension- I-474 to Fischer Rd.	Extending 4 lanes	\$ 3,000,000	\$ 2,100,000
Village of Creve Coeur	Fischer Rd Improvement- St. Rte 29 to Eller St.	Widening & Resurfacing	\$ 4,000,000	\$ 2,800,000
Woodford County	Township Road 113 Improvement (Woodland Knolls Rd) - Santa Fe Trail to IL 116	reconstruction & resurfacing	\$ 4,000,000	\$ 2,800,000
Woodford County	Douglas Road Improvement - IL 116 to Tazewell County Line	resurfacing & shoulder widening	\$ 2,000,000	\$ 1,400,000
City of Peoria	Orange Prairie Road Extension - US 150 to IL 91 (remainder)	3 lane extension	\$ 16,000,000	\$ 11,200,000
City of Peoria/Peoria County	Lake Street Improvement - Sheridan to Knoxville	widen to 5 lanes	\$ 3,900,000	\$ 2,730,000
City of Peoria/Peoria County	Radnor Road Improvement - Willow Knolls Road to Fox/Hickory Road	widen to 5 lanes	\$ 24,000,000	\$ 16,800,000
City of Peoria/Peoria County	Glen Avenue Improvement - Sheridan Road to Knoxville Avenue	widen to 5 lanes	\$ 4,100,000	\$ 2,870,000

City of Peoria/Peoria County	Willow Knolls Road Corridor Improvement - University St to War Memorial	widen to 5 lanes	\$ 12,900,000	\$ 9,030,000
Peoria County	Trigger Road - US Hwy 150 to Grange Hall Road	improvement	\$ 5,000,000	\$ 3,500,000
Peoria County	Koerner Road Improvement - Rt 8 to US Hwy 150	improvement	\$ 10,000,000	\$ 7,000,000
Tazewell County	Broadway Road Improvement - I-155 to Washington Blacktop in Morton	widen, resurface, & upgrade	\$ 11,000,000	\$ 7,700,000
TOTAL			\$ 116,590,000	\$ 81,613,000

Bridge/Structure Projects- BRRP

<i>Jurisdiction</i>	<i>Project</i>	<i>Improvement Description</i>	<i>Total Estimated Cost</i>
	<i>TIP (PEK-10-01)</i>		
City of Pekin	Sheridan Rd.- Sheridan Rd over Lick Creek	Bridge Reconstruction	\$ 750,000
	Ridge (Reeser) Road- Enhancement Projects		
City of East Peoria	Ridge Rd over Farm Creek	Bridge Replacement	\$ 765,000
Peoria County	Salmon School Bridge	Replace existing structure	\$ 500,000
Peoria County	Kickapoo Bridge Rd (near Bellvue) to	Replace existing structure	\$ 1,000,000
Peoria County	Rock Island Camp Road Bridge	Replace existing structure	\$ 1,200,000
Peoria County	Keller Branch (Rock Island Extension)-		
Peoria County	Potters Park Bridge over Kickapoo Creek	Replace existing structure; adjustment, land	\$ 3,000,000
Peoria County	Camden Bridge Harvard Ave to	Replace existing structure	\$ 1,000,000
Peoria County	Drickson Lane Bridge	Replace existing structure	\$ 500,000
Peoria County	Evans Mill Bridge	Replace existing structure	\$ 500,000
Peoria County	North Cummings Lane Trail Extension-	Replace existing structure	\$ 1,500,000
City of Washington	Sicklapp's Court to Kingsbury Rd.	Replace existing structure	\$ 600,000
Peoria County	Cummins Road Bridge Construction-	Replace existing structure	\$ 1,000,000
City of Washington	N. Main St. to N. Main St	Replace existing structure	\$ 500,000
Peoria County	Original Town Street Light Road Over Farm	Bridge Reconstruction	\$ 900,000
City of Washington	Wood St. to Harvey St.	Enhancement	\$ 250,000
City of Washington	Washington Square Park	Enhancement	\$ 250,000
Woodford County	Township Road #50 (Coal Park Rd.)	bridge over a tributary	\$ 768,000
City of Washington	Cummings Lane to N. Main St.	Enhancement	\$ 400,000
Woodford County	Washington Highway #3 Eastern Loop-	replacing a box culvert over a tributary	\$ 400,000
City of Peoria	Nebraska Avenue Bridge	Bridge Replacement	\$ 800,000
City of Washington	N. Main St. to Griggs Cemetery	Enhancement	\$ 1,000,000
City of Peoria	Sheridan Road Bridge	Bridge Replacement	\$ 1,250,000
City of Washington	Wilmor Rd. to IL Rte. 8	Enhancement	\$ 400,000

Table 32: Enhancement Projects.

Table 33: Greater Peoria Mass Transit District Capital Projects.

FISCAL YEAR 2010					
<u>Capital Items</u>	<u>Quantity</u>	<u>Funding Source</u>	<u>Total Cost</u>	<u>FTA</u>	<u>I-DOT/Local</u>
Transit Coaches	8	I-DOT/Local/FTA 5307/09	\$2,960,000	\$2,368,000	\$592,000
Bus Line Inspections		I-DOT/Local/FTA 5307/09	\$38,000	\$30,400	\$7,600
Paratransit Vehicles	5	I-DOT/Local/FTA 5307/09	\$425,000	\$340,000	\$85,000
A & E Design		I-DOT/Local/FTA 5307/09	\$850,000	\$680,000	\$170,000
Electronic Fare Collection System		I-DOT/Local/FTA 5307	\$2,000,000	\$1,600,000	\$400,000
Shop Equipment		I-DOT/Local/FTA 5307	\$150,000	\$120,000	\$30,000
Maintenance/Operation Facility		I-DOT/Local/FTA 5307/09	\$24,800,000	\$19,840,000	\$4,960,000
Transit Center Northside		I-DOT/Local/FTA 5307/09	\$4,500,000	\$3,600,000	\$900,000
Support Vehicles		I-DOT/Local/FTA 5307	\$90,000	\$72,000	\$18,000
Misc.Support Equipment		I-DOT/Local/FTA 5307	\$250,000	\$200,000	\$50,000
Two-Way Communication System		I-DOT/Local/FTA 5307	\$425,000	\$340,000	\$85,000
Preventative Maintenance		I-DOT/Local/FTA 5307	\$1,900,000	\$1,520,000	\$380,000
Transit Planning		I-DOT/Local/FTA 5307	\$970,000	\$776,000	\$194,000
Tire Lease		I-DOT/Local/FTA 5307	<u>\$75,000</u>	<u>\$60,000</u>	<u>\$15,000</u>
TOTAL			\$39,433,000	\$31,546,400	\$7,886,600

GREATER PEORIA MASS TRANSIT DISTRICT
TRANSPORTATION IMPROVEMENT PROGRAM
FISCAL YEARS 2010 - 2013

FISCAL YEAR 2011					
<u>Capital Items</u>	<u>Quantity</u>	<u>Funding Source</u>	<u>Total Cost</u>	<u>FTA</u>	<u>I-DOT/Local</u>
Transit Coaches	5	I-DOT/Local/FTA 5307/09	\$1,875,000	\$1,500,000	\$375,000
Bus Line Inspections		I-DOT/Local/FTA 5307/09	\$39,000	\$31,200	\$7,800
Paratransit Vehicles	5	I-DOT/Local/FTA 5307/09	\$450,000	\$360,000	\$90,000
ADP Hardware		I-DOT/Local/FTA 5307	\$200,000	\$160,000	\$40,000
ADP Software		I-DOT/Local/FTA 5307	\$575,000	\$460,000	\$115,000
Support Vehicles		I-DOT/Local/FTA 5307	\$250,000	\$200,000	\$50,000
Shop Equipment		I-DOT/Local/FTA 5307	\$225,000	\$180,000	\$45,000
Misc. Support Equipment		I-DOT/Local/FTA 5307	\$300,000	\$240,000	\$60,000
Misc.Office Equipment		I-DOT/Local/FTA 5307	\$50,000	\$40,000	\$10,000
Shelter/Signage		I-DOT/Local/FTA 5307	\$175,000	\$140,000	\$35,000
Preventative Maintenance		I-DOT/Local/FTA 5307	\$2,000,000	\$1,600,000	\$400,000
Transit Planning		I-DOT/Local/FTA 5307	\$1,000,000	\$800,000	\$200,000
Tire Lease		I-DOT/Local/FTA 5307	<u>\$80,000</u>	<u>\$64,000</u>	<u>\$16,000</u>
TOTAL			\$7,219,000	\$5,775,200	\$1,443,800

FISCAL YEAR 2012					
<u>Capital Items</u>	<u>Quantity</u>	<u>Funding Source</u>	<u>Total Cost</u>	<u>FTA</u>	<u>I-DOT/Local</u>
Transit Coaches	5	I-DOT/ Local/FTA 5307/09	\$1,900,000	\$1,520,000	\$380,000
Bus Line Inspections		I-DOT/ Local/FTA 5307/09	\$40,000	\$32,000	\$8,000
Intelligent Transportation System		I-DOT/Local/FTA 5307/09	\$2,100,000	\$1,680,000	\$420,000
Paratransit Vehicles	5	I-DOT/ Local/FTA 5307/09	\$475,000	\$380,000	\$95,000
ADP Hardware		I-DOT/Local/FTA 5307	\$75,000	\$60,000	\$15,000
ADP Software		I-DOT/Local/FTA 5307	\$150,000	\$120,000	\$30,000
Support Vehicles		I-DOT/Local/FTA 5307	\$150,000	\$120,000	\$30,000
Shop Equipment		I-DOT/Local/FTA 5307	\$125,000	\$100,000	\$25,000
Misc. Support Equipment		I-DOT/Local/FTA 5307	\$300,000	\$240,000	\$60,000
Misc.Office Equipment		I-DOT/Local/FTA 5307	\$100,000	\$80,000	\$20,000
Preventative Maintenance		I-DOT/Local/FTA 5307	\$2,100,000	\$1,680,000	\$420,000
Transit Planning		I-DOT/Local/FTA 5307	\$1,100,000	\$880,000	\$220,000
Tire Lease		I-DOT/Local/FTA 5307	<u>\$100,000</u>	<u>\$80,000</u>	<u>\$20,000</u>
TOTAL			\$8,715,000	\$6,972,000	\$1,743,000

FISCAL YEAR 2013					
<u>Capital Items</u>	<u>Quantity</u>	<u>Funding Source</u>	<u>Total Cost</u>	<u>FTA</u>	<u>I-DOT/Local</u>
35' Low Floor Transit Coaches	5	I-DOT/ Local/FTA 5307/09	\$1,950,000	\$1,560,000	\$390,000
Bus Line Inspections		I-DOT/ Local/FTA 5307/09	\$41,000	\$32,800	\$8,200
Paratransit Vehicles	5	I-DOT/ Local/FTA 5307/09	\$490,000	\$392,000	\$98,000
ADP Hardware		I-DOT/Local/FTA 5307	\$150,000	\$120,000	\$30,000
ADP Software		I-DOT/Local/FTA 5307	\$200,000	\$160,000	\$40,000
Support Vehicles		I-DOT/ Local/FTA 5307	\$100,000	\$80,000	\$20,000
Shop Equipment		I-DOT/Local/FTA 5307	\$250,000	\$200,000	\$50,000
Misc. Support Equipment		I-DOT/Local/FTA 5307	\$375,000	\$300,000	\$75,000
Misc.Office Equipment		I-DOT/Local/FTA 5307	\$125,000	\$100,000	\$25,000
Preventative Maintenance		I-DOT/Local/FTA 5307	\$2,200,000	\$1,760,000	\$440,000
Transit Planning		I-DOT/Local/FTA 5307	\$1,200,000	\$960,000	\$240,000
Tire Lease		I-DOT/Local/FTA 5307	<u>\$110,000</u>	<u>\$88,000</u>	<u>\$22,000</u>
TOTAL			\$7,191,000	\$5,752,800	\$1,438,200

GREATER PEORIA MASS TRANSIT DISTRICT						
CAPITAL IMPROVEMENT PROJECTS						
LONG RANGE						
<u>Capital Items</u>	<u>Quantity</u>	<u>Funding Source</u>	<u>Total Cost</u>	<u>FTA</u>	<u>I-DOT</u>	
35' & 40' Transit Coaches (Replacement)	75	I-DOT/FTA 5307/5309	\$46,650,000	\$37,320,000	\$9,330,000	
35' & 40' Transit Coaches (Expansion)	25	I-DOT/FTA 5307/5309	\$16,380,000	\$13,104,000	\$3,276,000	
Paratransit Vehicles (Replacement)	100	I-DOT/FTA 5307/5309	\$10,180,000	\$8,144,000	\$2,036,000	
Paratransit Vehicles (Expansion)	20	I-DOT/FTA 5307/5309	\$24,000,000	\$19,200,000	\$4,800,000	
Electronic Fare Collection System		I-DOT/FTA 5307	\$2,400,000	\$1,920,000	\$480,000	
Two-Way Communication System		I-DOT/FTA 5307	\$625,000	\$500,000	\$125,000	
New Maintenance Facility		I-DOT/FTA 5307/5309	\$28,800,000	\$23,040,000	\$5,760,000	
Intelligent Transportation System		I-DOT/FTA 5307	\$2,600,000	\$2,080,000	\$520,000	
Support Equipment		I-DOT/FTA 5307	\$8,650,000	\$6,920,000	\$1,730,000	
Second Maintenance Facility		I-DOT/FTA 5307/5309	\$21,800,000	\$17,440,000	\$4,360,000	
North Side Transit Center		I-DOT/FTA 5307/5309	\$7,500,000	\$6,000,000	\$1,500,000	
Water Taxi		I-DOT/FTA 5307/5309	\$180,000	\$144,000	\$36,000	
Security Cameras Buses		I-DOT/FTA 5307	\$850,000	\$680,000	\$170,000	
Bus Stop Cut-a-Ways		I-DOT/FTA 5307/5309	\$4,000,000	\$3,200,000	\$800,000	
Bus Benches		I-DOT/FTA 5307	\$450,000	\$360,000	\$288,000	
Bus Stop Sign & Poles		I-DOT/FTA 5307	\$375,000	\$300,000	\$240,000	
Passenger Shelters		I-DOT/FTA 5307	\$850,000	\$680,000	\$170,000	
People Mover Downtown Peoria		I-DOT/FTA 5307/5309	\$1,600,000	\$1,280,000	\$320,000	
Transit Center East Side of River		I-DOT/FTA 5307/5309	\$6,500,000	\$5,200,000	\$1,300,000	
Park-N-Ride Facilities		I-DOT/FTA 5307/5309	\$10,200,000	\$8,160,000	\$2,040,000	
TOTAL			\$194,590,000	\$155,672,000	\$38,918,000	

Table 34: Financial Forecast – Transit.

Greater Peoria Mass Transit District -FY 2010-2014 Financial Forecasts

	FY2010	FY2011	FY2012	FY2013	FY2014
Operating Revenue					
Passenger fares	1,572,803.40	1,604,259.47	1,636,344.66	1,669,071.55	1,702,452.98
Special transit services	360,451.18	367,660.21	375,013.41	382,513.68	390,163.95
EP/Pekin Transit District	540,000.00	550,800.00	561,816.00	573,052.32	584,513.37
Advertising	49,381.20	50,368.82	51,376.20	52,403.72	53,451.80
Other	13,691.50	13,965.33	14,244.64	14,529.53	14,820.12
Total Operating Revenue	2,522,635.78	2,573,088.50	2,624,550.27	2,677,041.27	2,730,582.10
Operating Expenses					
Salaries and Wages	12,240,008.00	12,607,208.24	12,985,424.49	13,374,987.22	13,776,236.84
Purchased services	1,246,881.00	1,284,287.43	1,322,816.05	1,362,500.53	1,403,375.55
Fuel and Lubricants	2,314,010.00	2,545,411.00	2,799,952.10	3,079,947.31	3,387,942.04
Materials and supplies	1,164,250.00	1,222,462.50	1,283,585.63	1,347,764.91	1,415,153.15
Utilities	252,910.00	265,555.50	278,833.28	292,774.94	307,413.69
Casualty and liability costs	769,652.00	808,134.60	848,541.33	890,968.40	935,516.82
Tires and tubes	115,000.00	120,750.00	126,787.50	133,126.88	139,783.22
Travel expenses/meeting	95,967.00	100,765.35	105,803.62	111,093.80	116,648.49
Dues and subscriptions	37,510.00	39,385.50	41,354.78	43,422.51	45,593.64
Purchased transportation	1,978,057.00	2,017,618.14	2,057,970.50	2,099,129.91	2,141,112.51
Other	366,057.00	384,359.85	403,577.84	423,756.73	444,944.57
Total Operating Expenses	20,580,302.00	21,609,317.10	22,689,782.96	23,824,272.10	25,015,485.71
Funding Source (Operating):					
IDOT	65%	65%	65%	65%	65%
Tax levy	16%	16%	16%	16%	16%
Operating Revenue	12%	12%	12%	11%	11%
FTA- Grant	7%	7%	7%	8%	8%

Greater Peoria Mass Transit District -FY 2015-2035 Financial Forecasts

	FY 2015-2019	FY 2020-2024	FY 2025-2029	FY 2030-2035
Operating Revenue				
Passenger fares	9,330,356.34	10,589,487.43	11,648,436.17	13,046,248.51
Special transit services	2,071,037.42	2,286,592.62	2,515,251.88	2,817,082.11
EP/Pekin Transit District	3,102,668.36	3,425,597.70	3,768,157.47	4,220,336.37
Advertising	283,728.67	313,259.41	344,585.35	385,935.59
Other	78,667.00	86,854.80	95,540.28	107,005.11
Total Operating Revenue	14,866,457.79	16,701,791.96	18,371,971.15	20,576,607.69
Operating Expenses				
Salaries and Wages	75,334,109.82	86,634,226.29	99,629,360.23	117,562,645.07
Purchased services	7,674,232.72	8,825,367.63	10,149,172.77	11,976,023.87
Fuel and Lubricants	18,526,654.47	24,501,500.54	28,176,725.62	33,248,536.23
Materials and supplies	7,738,637.44	8,899,433.06	10,234,348.02	12,076,530.66
Utilities	1,681,064.10	2,223,207.28	2,556,688.37	3,016,892.28
Casualty and liability costs	5,115,789.38	5,269,263.06	6,059,652.52	7,150,389.97
Tires and tubes	773,694.11	889,748.23	1,023,210.46	1,207,388.34
Travel expenses/meeting	637,881.74	733,564.00	843,598.60	995,446.35
Dues and subscriptions	249,324.70	286,723.41	329,731.92	389,083.67
Purchased transportation	11,708,480.91	13,464,753.05	15,484,466.01	18,241,669.89
Other	2,433,139.31	2,798,110.21	3,217,826.74	3,797,035.55
Total Operating Expenses	131,873,008.70	154,525,896.76	177,704,781.26	209,661,641.88
Funding Source (Operating):				
IDOT	65%	65%	65%	65%
Tax levy	16%	16%	16%	16%
Operating Revenue	11%	11%	10%	10%
FTA- Grant	7%	7%	7%	8%

Table 35: Intelligent Transportation Systems (ITS) Projects.

Project Description	Estimated Cost	Estimated Year of Completion
Expand Technology to larger/more broad areas- Currently the ITS covers only Peoria & East Peoria. We would like to extend coverage with cameras and sensors to Pekin, Washington, Morton, Bartonville, Chillicothe, and Metamora	\$500,000 to \$2,500,000 per municipality	Within the next 20 years
Have the local 911 Centers and the State Police crash data (CAD) connect to IDOT's communication center. We are currently connected to Peoria County 911 but would like to expand to other Police Agencies. This would include extending fiber optic cable to the State Police headquarters in Germantown Hills.	\$50,000 per police agency	Within the next 5 years
All new construction projects must include empty ducts for future fiber optic lines	\$20 per foot	Ongoing
Interactive Traveler Information- We would like the State of Illinois to initiate 511	\$800,000	Within the next 5 years

Table 36: Brownfield Projects.

The following projects are brownfield projects related to transportation, and were identified by the Heart of Illinois Regional Port District. Funding for these projects is expected from federal and state grants and loans, the bonding authority of the District, and investments of private parties locating at the site. The main property and associated easements are scheduled to be acquired by TransPORT by January 1, 2010. The Heart of Illinois Regional Port District envisions occupation of the main property by the fourth quarter of 2011, and completion of the marine terminal and related infrastructure by the fourth quarter 2012.

Brownfield Projects

<i>Project</i>	<i>Improvement Description</i>	<i>Year Project Expected to be Completed</i>	<i>Total Estimated Cost</i>
Mapleton Intermodal Complex: Adaptive re-use of industrial property in Mapleton, Illinois by the Heart of Illinois Regional Port District.	Design, grading, and reconstruction of railway sidings linking TP&W industrial lead track with the core property	5 years	\$ 4,400,000
Mapleton Intermodal Complex: Adaptive re-use of industrial property in Mapleton, Illinois by the Heart of Illinois Regional Port District.	Design, grading, and construction of access road, including bridge over drainage culvert, through easement area to the site of a terminal	5 years	\$ 5,000,000
Mapleton Intermodal Complex: Adaptive re-use of industrial property in Mapleton, Illinois by the Heart of Illinois Regional Port District.	Design and construction of a marine terminal, including wharf apron, marshalling area and cargo handling systems	5 years	\$ 11,000,000
Mapleton Intermodal Complex: Adaptive re-use of industrial property in Mapleton, Illinois by the Heart of Illinois Regional Port District.	Storm water runoff, sewage, and utilities extension within core property and through easement areas to marine terminal site	5 years	\$ 7,000,000
Mapleton Intermodal Complex: Adaptive re-use of industrial property in Mapleton, Illinois by the Heart of Illinois Regional Port District.	Design, grading and reconstruction of access roads within core property	5 years	\$ 4,000,000

TOTAL

31,400,000

COMPARISON OF REGIONAL GOALS AND PROJECTS

In an effort to determine the extent to which transportation projects aligned with Regional Goals as they pertain to economic development, green infrastructure, public infrastructure, and balanced growth, TCRPC staff sought input from the public through a transportation symposium. A summary of the symposium is below.

Transportation Symposium for PPUATS LRTP 2010-2035

The Tri-County Regional Planning Commission, who serves as the region's Metropolitan Planning Organization hosted a Transportation Symposium on Monday, November 16, 2009 at Five Points in Washington, IL. The purpose of the Symposium was to get public input and involvement on the Long Range Transportation Plan for the Peoria-Pekin Urbanized Area Transportation Study (PPUATS).

Ken Klopfenstein, the Chair of the Tri County Regional Planning Commission welcomed the attendees to the Symposium. Ken served on the Tazewell County Board for 12 years from 1996-2008. Having graduated from Bradley University with a degree in accounting, he is an employee of Caterpillar. He has been a Commissioner since 1997, currently serving as Chair. He resides in East Peoria.

Our Keynote Speaker was Randy Blankenhorn, the Executive Director of the Chicago Metropolitan Agency for Planning (CMAP). He spoke on The Importance of a Vision: What Chicago learned by looking back at Burnham and forward to the Olympics. CMAP is responsible for comprehensive planning across the seven-county region. Under his leadership, CMAP takes an integrated approach to the region's challenges, with an emphasis on changing how development and infrastructure investment decisions are made. In addition to core competencies in data and analysis related to land use, the environment, and transportation, CMAP addresses interrelated issues such as jobs, housing, and economic development. Randy and his staff are developing *GO TO 2040* (www.goto2040.org), metropolitan Chicago's first truly comprehensive regional plan, to be published in 2010. Prior to joining CMAP in 2006, he was Bureau Chief of Urban Program Planning for the Illinois Department of Transportation (IDOT), coordinating activities of the 14 metropolitan planning organizations across Illinois.

Melissa Eaton, Tri-County Regional Planning Commission Planner gave a short summary of the 2010-2035 PPUATS Long Range Transportation Plan. She



explained the planning process and identified the goals and objectives created by the four subcommittees.

As stated, the objective of the symposium was to identify the public's perception on the extent to which specific projects aligned with Regional Goal Statements. To accomplish this, TCRPC staff utilized two voting mechanisms, a wireless voting device that allowed for a concentrated voting effort on behalf of all participants for a select group of regionally significant projects, and a sticky dot voting exercise that allowed participants the freedom to vote on any of the approximate 150 projects identified by the communities. All votes were based on the extent to which the projects aligned with the following Theme summary statements:

- **Balanced Growth:** the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.
- **Economic Development:** the project benefits existing regional business/industry, or provides impetus for new net job growth.
- **Green Infrastructure:** the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.
- **Public Infrastructure:** the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

Regionally significant projects that underwent electronic voting included Technology Boulevard, Pioneer Parkway, Radnor Road and Orange Prairie Road, IL 336, IL 29, Veteran Drive in Pekin, Eastern Bypass, the Regional Trail System, passenger rail, CityLink transit centers, and Washington/Adams. Participants voted on the extent to which each project aligned with the Regional Theme Statements listed above on a scale of *strongly disagree*, *disagree*, *not sure*, *agree*, and *strongly agree*. Below are the results of the electronic voting session of the Symposium.



Technology Boulevard- Edmund Street to Camp Street

Technology Blvd will serve as the downtown of East Peoria. It will contain live & work space, civic buildings and prime retail locations. Technology Blvd will also connect a new Washington St to Edmund St. It will not intersect any known environmental corridors and will be built on a relatively flat landscape. Technology Blvd is built on a Brownfield site and will not disrupt any natural area, but it will add additional impervious surface in the Farm Creek watershed.

Technology Boulevard Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

		Responses (percent) (count)	
Strongly Agree		18.92%	14
Agree		56.76%	42
Not Sure		16.22%	12
Disagree		5.41%	4
Strongly Disagree		2.70%	2
Totals		100%	74

Technology Boulevard: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

		Responses (percent) (count)	
Strongly Agree		47.37%	36
Agree		42.11%	32
Not Sure		6.58%	5
Disagree		2.63%	2
Strongly Disagree		1.32%	1
Totals		100%	76

Technology Boulevard: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

		Responses (percent) (count)	
Strongly Agree		30.67%	23
Agree		46.67%	35
Not Sure		17.33%	13
Disagree		5.33%	4
Strongly Disagree		0%	0
Totals		100%	75

Technology Boulevard: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

		Responses (percent) (count)	
Strongly Agree		60.81%	45
Agree		29.73%	22
Not Sure		4.05%	3
Disagree		4.05%	3
Strongly Disagree		1.35%	1
Totals		100%	74

Pioneer Parkway- Allen Road to Trigger Road

Pioneer Parkway will be brought up to a 5 lane urban standard road. This project will intersect known environmental corridors, as well as create additional impervious surface in the Kickapoo Creek watershed. Pioneer Parkway has the potential to spur Economic Development.

Pioneer Parkway Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses	
	(percent)	(count)
Strongly Agree	6.76%	5
Agree	28.38%	21
Not Sure	25.68%	19
Disagree	32.43%	24
Strongly Disagree	6.76%	5
Totals	100%	74

Pioneer Parkway: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses	
	(percent)	(count)
Strongly Agree	38.16%	29
Agree	42.11%	32
Not Sure	7.89%	6
Disagree	11.84%	9
Strongly Disagree	0%	0
Totals	100%	76

Pioneer Parkway: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses	
	(percent)	(count)
Strongly Agree	31.17%	24
Agree	46.75%	36
Not Sure	12.99%	10
Disagree	7.79%	6
Strongly Disagree	1.30%	1
Totals	100%	77

Pioneer Parkway: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses	
	(percent)	(count)
Strongly Agree	11.69%	9
Agree	44.16%	34
Not Sure	16.88%	13
Disagree	22.08%	17
Strongly Disagree	5.19%	4
Totals	100%	77

Radnor Road.- Willow Knolls to Alta Rd. & Orange Prairie- Prairie Rd. to Grange Hall Rd.

These Roadway projects will intersect known environmental corridors, as well as create additional impervious surface in the Kickapoo Creek watershed.

Radnor & Orange Prairie Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses	
	(percent)	(count)
Strongly Agree	9.33%	7
Agree	30.67%	23
Not Sure	17.33%	13
Disagree	30.67%	23
Strongly Disagree	12%	9
Totals	100%	75

Radnor & Orange Prairie: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses	
	(percent)	(count)
Strongly Agree	19.18%	14
Agree	34.25%	25
Not Sure	19.18%	14
Disagree	23.29%	17
Strongly Disagree	4.11%	3
Totals	100%	73

Radnor & Orange Prairie: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses	
	(percent)	(count)
Strongly Agree	18.67%	14
Agree	40%	30
Not Sure	17.33%	13
Disagree	18.67%	14
Strongly Disagree	5.33%	4
Totals	100%	75

Radnor & Orange Prairie: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses	
	(percent)	(count)
Strongly Agree	5.41%	4
Agree	45.95%	34
Not Sure	17.57%	13
Disagree	20.27%	15
Strongly Disagree	10.81%	8
Totals	100%	74

IL 336

IL 336 is an IDOT roadway project that will serve as a connection between Macomb, Canton, and Peoria. It is intended to be a thoroughfare, so there will be no further growth along corridor. It does not intersect any known environmental corridors, but it does however add additional impervious surface in the Lamarsh watershed.

IL 336 Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses	
	(percent)	(count)
Strongly Agree	13.33%	10
Agree	53.33%	40
Not Sure	8%	6
Disagree	22.67%	17
Strongly Disagree	2.67%	2
Totals	100%	75

IL 336: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses	
	(percent)	(count)
Strongly Agree	43.24%	32
Agree	45.95%	34
Not Sure	5.41%	4
Disagree	5.41%	4
Strongly Disagree	0%	0
Totals	100%	74

IL 336: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses	
	(percent)	(count)
Strongly Agree	39.73%	29
Agree	42.47%	31
Not Sure	4.11%	3
Disagree	12.33%	9
Strongly Disagree	1.37%	1
Totals	100%	73

IL 336: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses	
	(percent)	(count)
Strongly Agree	6.85%	5
Agree	42.47%	31
Not Sure	20.55%	15
Disagree	24.66%	18
Strongly Disagree	5.48%	4
Totals	100%	73

IL 29

IL 29 is an IDOT roadway project that will create a new route and allow access to benefit industries and businesses on the north side of Peoria. The Improvements to IL 29 will improve access between the urban area and Interstate 80 to the north. The project will intersect known environmental corridors and add additional impervious surface to the Illinois River Bluffs Watershed.

IL 29 Projects Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses (percent) (count)	
Strongly Agree	10.39%	8
Agree	41.56%	32
Not Sure	6.49%	5
Disagree	22.08%	17
Strongly Disagree	19.48%	15
Totals	100%	77

IL 29 Projects: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses (percent) (count)	
Strongly Agree	12.99%	10
Agree	53.25%	41
Not Sure	12.99%	10
Disagree	14.29%	11
Strongly Disagree	6.49%	5
Totals	100%	77

IL 29 Projects: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses (percent) (count)	
Strongly Agree	15.38%	12
Agree	50%	39
Not Sure	10.26%	8
Disagree	16.67%	13
Strongly Disagree	7.69%	6
Totals	100%	78

IL 29 Projects: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses (percent) (count)	
Strongly Agree	3.90%	3
Agree	32.47%	25
Not Sure	18.18%	14
Disagree	32.47%	25
Strongly Disagree	12.99%	10
Totals	100%	77

Veteran's Drive- IL 29 to Fischer Rd.



Veteran's Drive is a City of Pekin and IDOT project. This project is the region's primary arterial and connection to other urban areas. The project will intersect known environmental corridors and add additional impervious surface to the Lamarsh Watershed.

Veterans Drive Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses	
	(percent)	(count)
Strongly Agree	18.67%	14
Agree	41.33%	31
Not Sure	14.67%	11
Disagree	22.67%	17
Strongly Disagree	2.67%	2
Totals	100%	75

Veterans Drive: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses	
	(percent)	(count)
Strongly Agree	29.87%	23
Agree	48.05%	37
Not Sure	12.99%	10
Disagree	5.19%	4
Strongly Disagree	3.90%	3
Totals	100%	77

Veterans Drive: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses	
	(percent)	(count)
Strongly Agree	25.33%	19
Agree	61.33%	46
Not Sure	5.33%	4
Disagree	4%	3
Strongly Disagree	4%	3
Totals	100%	75

Veterans Drive: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses	
	(percent)	(count)
Strongly Agree	17.33%	13
Agree	48%	36
Not Sure	17.33%	13
Disagree	14.67%	11
Strongly Disagree	2.67%	2
Totals	100%	75

Eastern Bypass

The Eastern Bypass is a proposed IDOT roadway project, is a new highway connecting I-74 with Illinois Route 6 east of the urbanized area. Dependent on the final alignment it may intersect known environmental corridors and it will add additional impervious surface to the Mackinaw Watershed. The Eastern Bypass will connect Western Woodford County to Northern Peoria County. It will complete the ring road around the region, which will allow freight traffic to avoid neighborhoods and congested areas.

Eastern Bypass Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses (percent) (count)	
Strongly Agree	12%	9
Agree	28%	21
Not Sure	25.33%	19
Disagree	20%	15
Strongly Disagree	14.67%	11
Totals	100%	75

Eastern Bypass: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses (percent) (count)	
Strongly Agree	57.89%	44
Agree	30.26%	23
Not Sure	2.63%	2
Disagree	5.26%	4
Strongly Disagree	3.95%	3
Totals	100%	76

Eastern Bypass: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses (percent) (count)	
Strongly Agree	49.33%	37
Agree	33.33%	25
Not Sure	9.33%	7
Disagree	5.33%	4
Strongly Disagree	2.67%	2
Totals	100%	75

Eastern Bypass: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses (percent) (count)	
Strongly Agree	22.67%	17
Agree	45.33%	34
Not Sure	12%	9
Disagree	12%	9
Strongly Disagree	8%	6
Totals	100%	75

The Regional Trail System

The system is made of multiple infrastructure projects, connecting many communities. It may intersect known environmental corridors. These projects will improve the quality of life within the region. The trail connections will largely be within developed areas, so little or no agricultural land will be eliminated.

The Regional Trail System Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

		Responses	
		(percent)	(count)
Strongly Agree		51.95%	40
Agree		38.96%	30
Not Sure		5.19%	4
Disagree		2.60%	2
Strongly Disagree		1.30%	1
Totals		100%	77

The Regional Trail System: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

		Responses	
		(percent)	(count)
Strongly Agree		34.25%	25
Agree		34.25%	25
Not Sure		10.96%	8
Disagree		17.81%	13
Strongly Disagree		2.74%	2
Totals		100%	73

The Regional Trail System: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

		Responses	
		(percent)	(count)
Strongly Agree		34.21%	26
Agree		31.58%	24
Not Sure		14.47%	11
Disagree		13.16%	10
Strongly Disagree		6.58%	5
Totals		100%	76

The Regional Trail System: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

		Responses	
		(percent)	(count)
Strongly Agree		47.37%	36
Agree		38.16%	29
Not Sure		7.89%	6
Disagree		3.95%	3
Strongly Disagree		2.63%	2
Totals		100%	76

Passenger Rail

This project will provide passenger rail service to our urbanized area. We will re-establish a rail connection between East Peoria and Bloomington/Normal. Passengers will then be able to utilize Amtrak service from Peoria to St. Louis or Chicago. The project will utilize existing rail infrastructure, which minimizes the impact to known environmental corridors. Passenger Rail will also decrease the congestion on I-74.

Passenger Rail Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses (percent) (count)	
<i>Strongly Agree</i>	58.97%	46
<i>Agree</i>	37.18%	29
Not Sure	0%	0
Disagree	2.56%	2
Strongly Disagree	1.28%	1
Totals	100%	78

Passenger Rail: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses (percent) (count)	
<i>Strongly Agree</i>	37.97%	30
<i>Agree</i>	36.71%	29
Not Sure	13.92%	11
Disagree	6.33%	5
Strongly Disagree	5.06%	4
Totals	100%	79

Passenger Rail: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses (percent) (count)	
<i>Strongly Agree</i>	48.68%	37
<i>Agree</i>	39.47%	30
Not Sure	3.95%	3
Disagree	6.58%	5
Strongly Disagree	1.32%	1
Totals	100%	76

Passenger Rail: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses (percent) (count)	
<i>Strongly Agree</i>	41.03%	32
<i>Agree</i>	50%	39
Not Sure	3.85%	3
Disagree	1.28%	1
Strongly Disagree	3.85%	3
Totals	100%	78

CityLink Transit Centers

These will be climate controlled waiting area that will serve 7-9 busses. These centers will likely not impact any environmental assets or corridors. These projects may increase ridership and decrease VMT emissions. There is a possibility it will increase business for shops in the area, and increase utilization of mass transit to get to and from employment centers.

Citylink Transit Centers Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses (percent) (count)	
Strongly Agree	42.11%	32
Agree	47.37%	36
Not Sure	5.26%	4
Disagree	3.95%	3
Strongly Disagree	1.32%	1
Totals	100%	76

Citylink Transit Centers: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses (percent) (count)	
Strongly Agree	32.47%	25
Agree	49.35%	38
Not Sure	6.49%	5
Disagree	9.09%	7
Strongly Disagree	2.60%	2
Totals	100%	77

Citylink Transit Centers: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses (percent) (count)	
Strongly Agree	51.32%	39
Agree	36.84%	28
Not Sure	6.58%	5
Disagree	3.95%	3
Strongly Disagree	1.32%	1
Totals	100%	76

Citylink Transit Centers: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses (percent) (count)	
Strongly Agree	53.25%	41
Agree	40.26%	31
Not Sure	5.19%	4
Disagree	0%	0
Strongly Disagree	1.30%	1
Totals	100%	77

Washington/Adams

This project will narrow Adams and Washington from I-74 to I-474, as well as widen the sidewalk and allow for on street parking. Natural areas and flood zones are all avoided. Walkability and parking options will be improved on both commercial corridors.

Washington/Adams Project Green Infrastructure: the project improves, or has net zero damage to the health and function of the natural environment with respect to water, land, and air quality.

	Responses	
	(percent)	(count)
Strongly Agree	31.08%	23
Agree	43.24%	32
Not Sure	12.16%	9
Disagree	9.46%	7
Strongly Disagree	4.05%	3
Totals	100%	74

Washington/Adams Project: Economic Development: Economic Development: the project benefits existing regional business/industry, or provides impetus for new net job growth.

	Responses	
	(percent)	(count)
Strongly Agree	34.67%	26
Agree	42.67%	32
Not Sure	13.33%	10
Disagree	5.33%	4
Strongly Disagree	4%	3
Totals	100%	75

Washington/Adams Project: Public Infrastructure: Public Infrastructure: the project increases the safety and efficiency of the transportation system for users of all modes, and does not promote new infrastructure at the expense of existing infrastructure.

	Responses	
	(percent)	(count)
Strongly Agree	14.10%	11
Agree	47.44%	37
Not Sure	17.95%	14
Disagree	10.26%	8
Strongly Disagree	10.26%	8
Totals	100%	78

Washington/Adams Project: Balanced Growth: Balanced Growth: the project complements established growth plans and agricultural preservation efforts, and encourages responsible, balanced development patterns that do not promote new growth at the expense of public services in existing developed areas.

	Responses	
	(percent)	(count)
Strongly Agree	28.57%	22
Agree	44.16%	34
Not Sure	12.99%	10
Disagree	6.49%	5
Strongly Disagree	7.79%	6
Totals	100%	77

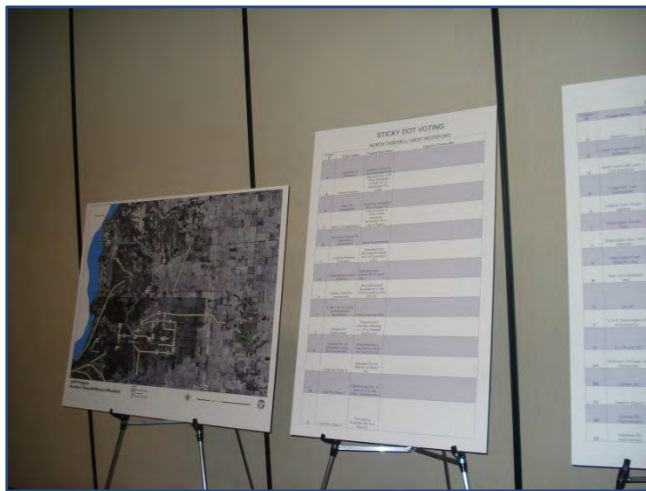
For the remainder of the projects the region was divided into four sections (North Tazewell-West Woodford, North Peoria, South Peoria, and Pekin-Morton-East Peoria); each of the projects was mapped with brief descriptions and were available for display. Staff asked participants to place a sticky dot if they agreed that the project met a Regional Goal Statement; Below are the results for the sticky dot voting.

Table 37: Symposium Voting Results.

North Tazewell- West Woodford					
Project Name	Project Description	Green Infrastructure (green dots)	Balanced Growth (red dots)	Economic Development (orange dots)	Public Infrastructure (blue dots)
Summit Drive Extension	Extend 2 Lanes- Rt. 8 to Centennial Drive	3	6	14	10
Centennial Drive	Improvements to full urban standards- Grange Rd. to Washington City Limits	1	5	13	7
Dallas Rd. Improvement	Upgrades- Newcastle Rd. to Cruger Rd.	1	3	0	7
Main St. in Washington	Improvements to urban 3 lane standards- Devonshire Rd. to US 24 Bypass	0	0	0	0
Dee Mack/Cooper Rd. Intersection Improvement	Safety Improvements	0	0	0	1
Freedom Parkway Extension	Extending from McCluggage Bridge to N. of Cummings Lane	2	6	12	7
West Jefferson Street Extension	Extending from Wilmor Rd. to Eagle Ave.	0	0	0	2
Hickory Point Rd. Improvement	Reconstruction & Resurfacing- IL Rte 116 to Santa Fe Trail (CH 25)	0	1	0	1
IL Rte 116/ CH 23/CH 25 Intersection Signalization	Safety Improvements	2	1	2	4
Douglas Rd. Improvement	Resurfacing & Shoulder Widening- IL 116 to Tazewell County Line	0	1	3	4

Township Rd. II3 (Woodland Knolls Rd.) Improvement	Reconstruction & Resurfacing- Santa Fe Trail to IL 116	0	0	1	3
Cruger Rd. Phase IV	Upgrades from N. Main St. to Diebel Rd.	0	0	0	0
Guth Rd. Phase I	Extend 2 lane Rd.- S. Main St. to IL Rte 8/Bus 24 Intersection	1	1	0	1
Guth Rd. Phase II	Reconstruct- Hunzicker Rd. to S. Main St.	0	0	0	0
Diebel Rd.	Reconstruct- Cruger Rd. to Guth Rd.	0	0	0	0
South Cummings Lane Extension	Extend 2 lane Rd- Guth Rd. to Schuck Rd.	0	1	0	2
North Cummings Lane Trail Extension	Enhancement- St. Clare Ct. to S. of Kingsbury Rd.	7	0	0	0
Cruger Rd. Trail Construction	Enhancement- N. Cummings Lane to N. Main St.	10	0	0	0
Original Town Street Lighting	Enhancement- Wood St. to Harvey St.	1	0	0	0
Washington Square Park	Enhancement	6	3	4	0
Washington Rec. Trail Northern	Enhancement- N. Cummings Lane to N. Main St.	12	1	0	0
Washington Trail- Eastern Loop	Enhancement- N. Main St. to Glendale Cemetery	12	0	0	0
Bus. 24 Pedestrian way	Enhancement- Wilmor Rd. to IL Rte 8	3	0	0	0
US 24	Resurfacing/ Signal Modernization- Cummings Lane in Washington to US 24 Bus. E of Washington	0	2	2	2
IL 8/ E. Washington St. at Summit Dr.	Intersection Reconstruction	1	1	14	5

IL 116/ US 150	Resurfacing- Blackjack Blvd. in East Peoria to Far Hills Rd. in Germantown Hills	0	0	0	0
Business 24/Eagle Ave Intersection	Intersection Improvements	0	2	0	1
Cooper Rd.	Reconstruction- Dee Mack Rd to Woodford County Line	0	2	0	1
Eastern Bypass	New Construction- IL 6 to I-74	3	10	28	19
Grange Rd. Improvement	Widening & Improving- US Route 24 to Centennial Dr.	0	1	6	8
Highview Rd. Improvement	Safety Improvements- Oakwood Rd. to Illini Drive	0	0	0	8



Peoria- North					
Project Name	Project Description	Green Infrastructure (green dots)	Balanced Growth (red dots)	Economic Development (orange dots)	Public Infrastructure (blue dots)
Northmoor Rd. Phase 1&2	Reconstruction & Upgrades- Northmoor Intersection with Sheridan Rd. to east of University	2	8	6	4
Peoria Heights Trailhead	Enhancement/ trail head- Marietta Ave & Prospect Rd. AND Glen Ave & Bellevue Pl	13	0	0	4
Alta Rd. Improvement	Allen Rd. to Knoxville Ave.	0	1	0	5
Gale Ave. Improvement	Widening- Forrest Hill Ave to Sterling Ave	0	2	0	1
Allen Rd. Corridor Improvement	Widening- Townline Rd. to Cedar Hills Drive	0	1	0	3
Pioneer Parkway Extension	Extending Roadway from Allen Rd. to Trigger Rd.	4	12	28	13
University Street Improvement	Upgrades- Pioneer Parkway to Townline Rd.	0	0	0	3
Orange Prairie Road Extension	Road Extension- US 150 to IL Rte 91	5	6	13	5
Sheridan Rd. Corridor	Widening- Glen Ave to Knoxville Ave	1	5	3	3
Lake Ave	Reconstruction- Prospect Rd. to Boulevard Ave	0	1	0	4
Prospect Rd.	Improvements- Marietta Ave to Cox Ave	0	1	3	0
North Prospect Rd.	Improvements- Kingman to North Village Limit	0	2	0	0
Lake St Improvement	Widening- Sheridan Rd. to Knoxville Ave	2	0	0	2
Trigger Rd.	Improvement- US Hwy 150 to Grange Hall Rd.	0	4	4	2
Koerner Rd. Improvement	Improvement- IL Rte 8 to US Hwy 150	0	3	3	3

Radnor Rd. Improvement	Widening- Willow Knolls Rd. to Fox/Hickory Rd.	4	5	16	8
Glen Ave Improvement	Widening- Sheridan Rd to Knoxville Ave	3	4	1	2
Willow Knolls Rd. Corridor	Widening- University to War Memorial	0	2	1	0
Glen Ave	Reconstruction- N. Prospect Rd. to Grandview Dr.	0	0	0	3
Boulevard Ave	Reconstruction- War Memorial (US 150) to Lake St.	0	2	0	0
Keller Branch Trail (Rock Island Extension)	Enhancement (Bikeway, Fencing, etc)- Pioneer Parkway to Sommer St. to Candletree Dr. to Harvard Ave to Princeton Ave.	24	3	10	4
IL 8	Maintenance/Resurfacing- Kickapoo Edwards Rd. to Reservoir Blvd	0	1	0	0
IL 40/Knoxville Ave	Improvements- North of Cedar Hills Drive to North of Mossville Rd.	0	0	0	0
IL 40/Knoxville Ave	Resurfacing/Improvements- Embert Place to Corrington Ave.	0	0	0	0
Farmington Rd.	New Construction- Southport Rd. to Main St. in Peoria	0	2	0	2
IL 6	Resurfacing- IL 6/29 Spur to E. of Allen Rd.	0	2	0	0
IL 6	Resurfacing- E. of Allen Rd. to N. of US 150	0	2	0	0
IL 40/ Knoxville	Intersection Improvements- At Pioneer Parkway	0	0	5	1

Pekin- Morton- East Peoria					
Project Name	Project Description	Green Infrastructure (green dots)	Balanced Growth (red dots)	Economic Development (orange dots)	Public Infrastructure (blue dots)
E. Jefferson St. Improvement Phase II	Widening- Rhode Island to Tennessee Ave	0	1	0	5
El Camino Dr. Extension	Extend 2 lane Rd- S. 2 nd St. to S. 14 th St.	0	2	3	5
Veteran's Drive Extension South	Extend 5 lane Rd.- Commercial Dr to Rte 29	3	4	12	5
Veteran's Drive Extension North	Extend 5 lane Rd. - Broadway to I-474 (Fischer Rd.)	3	7	20	8
Fischer Rd. Improvement	Widening & Resurfacing- IL Rte 29 to Eller St.	3	2	0	1
River Rd. Improvements	Intersection Improvements- River Rd. & Washington and River Rd. and Camp St.	0	5	4	1
Camp St. Improvement	Main St. (IL 116) to Riverside Dr.	5	1	3	2



Technology Blvd/Edmund St.	New Construction	9	10	25	10
Harding Rd. Improvement	Overlay & Shoulder Improvement- N. Main St. to Morton City Limit	0	0	1	0
E. Courtland Street Extension	New Roadway- N. Main St to Harding Rd.	0	0	0	0
Jackson (US 150) & Main St. Intersection	Improvements & signals	4	4	5	3
Tennessee Improvement	Widen- Jackson (US 150) to Jefferson	1	2	8	1
Detroit Ave. Improvements	Widen, Add Bike trail, and Improve Intersection – Jackson (US 150) to Birchwood (IL 98)	9	2	8	6
Lakeland Rd.	Widen- VFW to N. Morton Ave	5	6	7	4
Veterans Rd.	Widen- Lakeland to Wildlife Dr.	0	0	0	0
Brenkman Dr. Extension	New Construction- Lakeshore Dr to IL 98	0	2	2	3
Petri Dr. Extension	New Construction- S. 5 th St. to S. 14 th St.	1	5	1	2
Lincoln Blvd Improvements	Main St. to Corp. Limits	0	0	0	0
Broadway Rd. Widening	Veteran's to Springfield	4	5	6	7
Wesley Rd. Improvement	Widening & Resurfacing- IL Rte 29 to IL Rte 29	0	0	0	0
Broadway Rd. Improvement	Widen, resurface & upgrade- I-155 to Washington Blacktop in Morton	7	3	6	7
US 150	Resurfacing- Detroit Ave to East City Limits of Morton	2	1	3	4



IL 29	Resurfacing- N. of Wesley Rd. to N. of Park St in North Pekin	0	0	0	0
I-155	Resurfacing- Feather Rd. to S. of Birchwood Ave in Morton	0	0	0	0
IL 98	Resurfacing- West City Limits of Morton to Detroit Ave in Morton	0	1	1	4
I-474	Resurfacing- Illinois River to I-74 near Morton	0	0	0	1
IL 9	Resurfacing- Olt Ave in Pekin to Chestnut St. in Tremont	0	3	3	4
IL 98/Edgewater Dr./ Birchwood St.	Resurfacing, Intersection Improvement- Parkway Dr. in N. Pekin to Flint St. in Morton	0	0	0	0
I-74/I-155 Improvements	Muller Rd. to I-155 in Morton	3	6	8	7
I-74	East of I-155 to east of Morton Ave in Morton	2	3	3	3
US 150	Resurfacing- Urbandale Ave in East Peoria to Detroit Ave in Morton	1	1	3	2
IL 9	Widening- Mall Rd. in Pekin to Chestnut St. in Tremont	0	2	3	0
Passenger Rail	New Construction- East Peoria to Bloomington- Normal	22	11	24	16
Allentown Rd.	Resurface- Upgrade- Washington Blacktop to Dee Mack Rd.	0	0	0	0

Farmdale Rd. Safety Improvements	Relocate Farmdale and eliminate 2 RR Crossings	0	0	0	5
IL 8/ E. Washington St.	Improvements-Branch of Farm Creek to E. of Sunrise Ave	0	0	1	1
I-74	Improvements-Washington St. to Pinecrest Dr.	0	0	0	3
I-74	Reconstruction-Tazewell Co. Line to McLean Co. Line	0	0	0	0

Peoria- South					
Project Name	Project Description	Green Infrastructure (green dots)	Balanced Growth (red dots)	Economic Development (orange dots)	Public Infrastructure (blue dots)
Pfeiffer Rd.	Resurfacing-Ricketts Ave to Airport Rd.	0	0	0	2
Garfield Ave.	Resurfacing-Adams St. to Airport Rd.	0	1	1	0
Garfield Ave Extension	Road Extension-Smithville Rd. to Airport Rd.	0	1	1	0
ML King Drive Improvement	Resurfacing-Garrett To Western	4	2	7	6
Dirksen Parkway Improvement	Reconstruction-Middle Rd. to Airport Rd.	1	0	1	2
Hanna City Trail	Enhancement-Regional Recreational Trail from Kickapoo Creek Rd. (near Bellevue) to Middle Grove	15	3	1	1
IL 336	New Construction	3	7	21	13
US 24	Maintenance and Resurfacing- S. of Tuscarora	1	1	1	0
US 24/ IL 29 Corridor Improvements	US 150 to I-474	3	5	9	5
Business 24 Improvement	Feasibility Study- I-474 to I-74	4	4	8	5
Airport Rd. Extension	Road Extension-Pfeiffer Rd. to State Route 9	1	5	8	3

Symposium Data Analysis

Electronic Voting

For the purpose of analysis, a sum of 70% of the “agree” and “strongly agree” votes indicate an audience perception that a project strongly aligns with a regional goal. On this basis, the audience voted that Technology Boulevard, passenger rail from East Peoria to Bloomington-Normal, and CityLink Transit Centers strongly aligned with each of the four regional goals. Projects that did not meet the 70% “agreed” threshold on any of the four Theme statements were Radnor Road and Illinois 29; however, all votes indicated a greater number of “agreed” than “disagreed” with the exception of IL 29 as it relates to Balanced Growth. None of the “disagree” and “strongly disagree” votes summed to 70% in any project. These results reiterate the reoccurring theme set by the subcommittees that community members are looking to integrate transportation means that are alternative to the personal vehicle and are favorable of responsible development that utilizes existing developed areas.

Overall, the electronic voting system was successful and TCRPC staff will likely use this mechanism for collecting input again. Improvements to using this system include maximizing participation from all community sectors, providing more project information, and allowing internet voting. While the symposium was well attended, most participants were of the transportation community. Greater effort must be made to get a more diverse audience to collect public input. This can be done by conducting more intensive advertising including speaking engagements at community group meetings and holding the symposium in off-business hours to allow for greater public participation. Knowledge of the project is also important in collecting meaningful public opinion data. Of the project Themes that did not meet the 70% threshold, an average of 16.5% of the audience members were unsure of the extent to which projects impacted Regional Themes. A greater effort must be made in project identification to understand the link between the project and its impacts on the Regional Themes. Lastly, the electronic voting should be made available via the internet. By making this available, participants unable to attend the public meeting can provide valuable input in this voting process.

Sticky Dot Voting

The sticky dot analysis identifies projects that scored within 25% of the largest amount of votes for each Regional Theme Statement. These projects were selected as projects that participants felt strongly aligned with Regional Theme Statements.

The number of Green Infrastructure votes ranged from 0-24 for each project. The projects that scored within 25% of the top score (18 and above) include the Keller Branch Trail, East Peoria to Bloomington-Normal passenger rail, and the Hanna City Trail. These projects likely voted well in green infrastructure because either no new infrastructure is needed or the construction activities would simply replace existing infrastructure. In addition, the modes of travel on trails and rail consume less fossil fuels. TCRPC staff anticipates that with the incorporation of green

highway and green infrastructure principles in future projects, a greater percentage of the proposed transportation projects will meet the regional green infrastructure goal, even if that project is automobile oriented.

Balanced Growth votes ranged from 0-12. The projects that scored within 25% of the top score include East Peoria to Bloomington-Normal passenger rail, Hanna City Rail Trail, Technology Boulevard, Eastern Bypass, and Pioneer Parkway Extension. Passenger rail service, the Hanna City Rail Trail, and Technology Boulevard will promote balanced growth; the first two projects will accommodate alternative transportation modes that can help reduce the number of vehicles traveling on roadways, and the latter project will enable the development of vacant land in a densely-built area, ensuring the efficient use of public infrastructure. The Eastern Bypass and Pioneer Parkway Extension possess the potential to spur balanced growth patterns. Because they are proposed major roadways that will enable much open land to be developed for a variety of land uses, careful planning will need to be completed to ensure that new development reflects the principles of balanced growth.

Economic Development votes ranged from 0-28. Projects that scored within 25% of the top score (21 and above) include Eastern Bypass, Pioneer Parkway, Technology Boulevard, Passenger Rail, IL 336. Pioneer Parkway and Technology Boulevard are transportation corridors designed as *intracity* corridors to compliment plans for commercial oriented development. Eastern Bypass, passenger rail, and IL 336 allow for greater connectivity of the PPUATS area to other markets and serve as *intercity* connectors.

Public Infrastructure votes ranged from 0-19. The projects that scored within 25% of the top score include Eastern Bypass and passenger rail. These large scale projects are a priority of community leaders in the PPUATS area as they provide immediate transportation needs and set the stage of long-term transportation improvements. The Eastern Bypass would provide greater connectivity of communities within the PPUATS area and would provide a framework for developing a greater highway system for connecting to other metropolitan areas. Passenger rail service would provide alternative transportation options for those traveling to and from Bloomington/Normal and East Peoria and could provide the platform to connect passengers to a potential high speed rail network from St. Louis to Chicago.

Voting Summary

Passenger rail is clearly a community priority as it acquired top votes in both the electronic and the sticky dot voting process. While Eastern Bypass did not fare well in Green Infrastructure voting, the project received 88%, 83% and 68% “agree” votes for economic development, public infrastructure, and balanced growth, respectively, in the digital voting and collected top votes for the same Themes in the sticky dot voting processes. Once again, an integration of green highway concepts into Eastern Bypass could quite possibly create a project that meets all Regional Goal Statements.

This voting process certainly aided in the identification of transportation priorities for the region, but it also identified projects that should be re-evaluated for the purposes of incorporating the advancement of Economic Development, Green Infrastructure, Public Infrastructure, and Balanced Growth goals as identified in this plan. Communities are encouraged to consider the Regional Themes in future transportation projects and PPUATS members may want to refer to the symposium data in making decisions for STU funding.

TRANSPORTATION SYMPOSIUM COMMENTS

Name: R. Anderson

Representing: A business

Comment: General Green Infrastructure

“It seems like many of the voters did not understand the concept of green infrastructure-maybe more education would be in order.”

Name: None

Representing: None

Comment: Ex University/Lake street etc.

“Does “widening” or “improvement of city roads include accommodation for pedestrian or bicycle use?”

Name: Russ Crawford

Representing: A Resident, A Business, an Organization and the direct connection of Peoria area with high speed rail.

Comment: Completion of 474

“Please include Steve Jaeger and myself along with other critical members in forming a newly developed transportation group, (Tri-County).”

Name: Steve Van Winkle

Representing: A resident

Comment: Eastern By-Pass

“MUST be FULLY-ACCESS controlled to achieve long-term goals in areas of infrastructure safety and efficiency, balanced growth and economic development.”

Name: Irvin Latta

Representing: A Resident, A Business, An Organization

Comment:

“Rt 29 extension around Chillicothe must include widening of the RR viaduct north of town.”

Name: None

Representing: None

Comment: RR to Bloomington from Peoria

“Need of a High Speed RR or proposed E-W 74 Corridor, how does this play in?”

Name: Carl Wyss

Representing: A Resident

Comment: Land taken out of corn production

“One acre of corn (at 180lb per acre) produces enough oxygen for 131 people to breath in a year. It also takes out 8 tons of carbon dioxide in a growing season. **We need to preserve agricultural acres.**”

Name: Rudy Habben

Representing: An Organization

Comment: Additional Project

“Forrest Hill extended west from sterling to Potstown Road and Creek Road with interchange with 474.”

Name: Carey French

Representing: A Business

Comment: Washington-Adams

“Has impact on truck traffic on Washington/Adams/Jefferson Sts. been addressed? If Washington lanes are reduced where will truck traffic go?”

Name: Scot Presslak

Representing: A Resident

Comment: Peoria/Bloomington Rail

“Consider an alignment that would allow for western expansion to Galesburg/Macomb/Quad Cities.”

Name: Tom O’Neill

Representing: A Resident and an Organization

Comment:

“The bus, train, and trails for walkers on Washington St. Rt. 336 are the most important opportunity to me.”

Name: Scott Hobart

Representing: A Resident and A Business

Comment: Washington Trail Northern

“It would enhance the safety and connectivity of Washington to add a pedestrian walkway over 24 so that residents in subdivisions to the north can safely get bikes, kids, and pedestrians across 24 to 5 points and so that residents to the south can get to the north. Locate this by North of Singer/24 intersection.”

Name: Jim Gee

Representing: An organization

Comment: New Project

“A country type road is needed from N. Tennessee Ave. in Morton to S. Cummings Lane in Washington.”

RESOLUTION NO. _____

**RESOLUTION FOR GOVERNOR TO RECONSIDER REDUCTION IN
LOCAL GOVERNMENT DISTRIBUTION FUND**

WHEREAS, Illinois Governor Patrick Quinn in his 2011 Budget Address proposed a 30% reduction in the Local Government Distributive Fund (LGDF) to municipalities, and

WHEREAS, the impact of a 30% reduction in LGDF funds to the City of Pekin with a population of 33,857, means a loss of \$782,097 to the City, and a full 4.5% of the forecasted general fund for next year, and

WHEREAS, the City has already experienced a 28% decline in LGDF funds the past three years due to the economic downturn,

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Pekin, Tazewell County, Illinois, that:

By the adoption of this resolution, Mayor Rusty Dunn, Members of the Council, and City Manager Dennis Kief urge the Governor to reconsider this funding cut, and appeal to the General Assembly to not support the LGDF reduction as proposed in the State Budget.

FURTHER, a copy of this resolution will be mailed to our State Senators, State Representatives and Governor Patrick Quinn for immediate consideration.

FURTHER, the City of Pekin shall attest the same after the signature of the Mayor.

PASSED AND APPROVED at its regular City Council Meeting, this 22nd day of March 2010.

Rusty L. Dunn, Mayor

ATTEST:

Sue E. McMillan, City Clerk

Pekin Planning Commission Minutes

March 10, 2010

Present:

Jim Bradshaw
Steve Huey
Bill Craig, Chairman
Scott Plotner, Vice Chairman
Ron Knautz
Don Hild
Dick Cohenour

Absent:

Kyle Peebles
Jim Jones

Chairman Bill Craig led the Pledge of Allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff Present: Ron Sieh, Joe Wuellner, and City Attorney Sue Bosich.

Chairman Bill Craig gave the Commission time to review the minutes and agenda as the incorrect ones were included in the packet.

Chairman Bill Craig asked for approval of the Agenda.

MOTION by Steve Huey, Seconded by Ron Knautz to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Bill Craig asked for the Approval of the November minutes.

MOTION by Ron Knautz, Seconded by Dick Cohenour to Approve the November minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

November 23, 2009 Council Meeting:

Approved the following Hearings: 09-1789; 09-1790/ Site Plan and Special Use for Auto Repair and Sales with the stipulation of a 15 parking space limit, 10 cars repair and 5 cars for sale located at 1404 Broadway.

December 14, 2009 Council Meeting:

Received and Filed the November 18, 2009 minutes.

Approved the following Hearings: 09-1787; 09-1788 Site Plan and Special Use for a Drive thru for dry cleaning and coffee orders located at 312 Derby.

09-1791; 09-1792 Site Plan and Special Use for display and sales of portable wood sheds and small buildings with the stipulation of display limit of eight sheds and/or buildings at any one time and a setback requirement of 10' behind the sidewalk. Established a moratorium on the issuance of off-premises sign permits until June '2010.

PPC Correspondence: No Correspondence

Application #1: Greg Henderson

Hearing #1(10-1795, 10-1796 & 10-1797): Rezoning and Special Use with Site Plan for Property located at the Corner of Parkway & Velde Drive with the Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Open Public Hearing: 6:43pm

Russ Parish, Representative of Keystone Funeral Home Design Build Inc, 216 Park Avenue South, Suite 102, Saint Cloud, MN 54301, presented the plan with details. Remained for questions.

Ron Knautz questioned if there were any letters to surrounding residents in the area.

Ron Sieh responded it was not required.

Close Public Hearing: 6:45pm

Site Plan Review Committee:

Don Hild, Chairman

No Committee meeting opened to the Commission.

Jim Bradshaw questioned the number of parking spaces and stated concerns about possible parking on Velde.

Greg Henderson answered there are 97 spaces and he does not foresee a problem.

Ron Sieh stated the spaces that will be available exceed the number required.

Bill Craig asked about sidewalks and if they would proceed around the corner.

Ron Sieh stated sidewalks will be required and he was unsure if they would proceed around the corner.

Motion by Don Hild, seconded by Ron Knautz to Approve the Site Plan for a Funeral Home located at the corner of Parkway & Velde Drive. On roll call vote, All present voted **AYE. MOTION APPROVED**

Open Public Hearing: 6:53pm

Close Public Hearing: 6:55pm

Rezoning Review Committee:

Dick Cohenour, Chairman

No Committee meeting opened to the Commission.

Motion by Dick Cohenour, seconded by Don Hild to Approve the Rezoning for a Funeral Home from AG (Agricultural District) to R-2 (Single Family Residential) located at the corner of Parkway & Velde Drive. On roll call vote, All present voted **AYE. MOTION APPROVED**

Open Public Hearing: 6:55pm

Close Public Hearing: 6:57pm

Special Use Review Committee:

Steve Huey, Chairman

No Committee meeting opened to the Commission.

Motion by Steve Huey, seconded by Ron Knautz to Approve the Special Use for a Funeral Home located at the corner of Parkway & Velde Drive. On roll call vote, All present voted **AYE. MOTION APPROVED**

Future Items: Ron Sieh

- 1) Reminded the Commission the Moratorium Deadline is in June.
- 2) Overview of Grease Trap requirements.
- 3) Special Use for Bill Board Signs.
- 4) Dissolution of the PUD Zone Committee and correlating the PUD zone codes with the current City codes.
- 5) Overview of Cell Tower Fees.
- 6) Code Changes will be in the packet for next month for review.

MOTION by Steve Huey, seconded by Ron Knautz to adjourn the meeting. On roll call vote, all present voted AYE. MOTION PASSED.

Meeting adjourned at 7:26pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
March 10, 2009

HEARING #10-1795

The Pekin Planning Commission recommends the Approval of the Site Plan for a Funeral Home located at the corner of Parkway and Velde Drive with the Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
March 10, 2009

HEARING #10-1796

The Pekin Planning Commission recommends the Rezoning of the property for a Funeral Home located at the corner of Parkway and Velde Drive from AG (Agricultural District) to R-2 (Single Family Residential) with the Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

Pekin Planning Commission
March 10, 2009

HEARING #10-1797

The Pekin Planning Commission recommends the Approval of the Special Use for a Funeral Home located at the corner of Parkway and Velde Drive with the Legal Description as described in Exhibit "A" in Tazewell County, Illinois.

Bill Craig, Chairman

Scott Plotner, Vice-Chairman

"Exhibit A"

LEGAL DESCRIPTION OF A 2.841 ACRE TRACT (PART PIN 04-04-25-100-033)

PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FIVE (25) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 184 OF MARIGOLD ESTATES, PHASE TEN (10), A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FIVE (25), AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "BBB", PAGE 137 IN THE TAZEWELL COUNTY RECORDERS OFFICE, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 224 OF MARIGOLD ESTATES, PHASE 12 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "DDD", PAGE 96 IN THE TAZEWELL COUNTY RECORDERS OFFICE; THENCE SOUTH 89°-56'-15" EAST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE NORTH LINE OF SAID MARIGOLD ESTATES, PHASE 12, 191.06 FEET; THENCE SOUTH 58°-00'-00" EAST, ALONG THE NORTHERLY LINE OF SAID MARIGOLD ESTATES, PHASE 12, 460.00 FEET; THENCE SOUTH 00°-00'-00" WEST, ALONG THE EASTERLY LINE OF SAID MARIGOLD ESTATES, PHASE 12, 175.00 FEET; THENCE SOUTH 67°-00'-00" EAST, 171.76 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 67°-00'-00" EAST, 168.24 FEET; THENCE SOUTH 89°-58'-44" EAST, 80.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF PARKWAY DRIVE; THENCE SOUTH 02°-54'-01" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.19 FEET; THENCE SOUTH 07°-34'-25" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 124.26 FEET; THENCE SOUTH 00°-01'-39" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 85.35 FEET THENCE SOUTH 43°-29'-03" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF LICK CREEK DRIVE, 41.01 FEET; THENCE SOUTH 89°-42'-57" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 295.55 FEET; THENCE NORTH 00°-17'-04" WEST, 218.61 FEET; THENCE NORTH 18°-54'-50" EAST, 250.44 FEET; TO THE POINT OF BEGINNING SAID TRACT CONTAINING 2.841 ACRES, MORE OR LESS.

RESOLUTION NO. _____

**RESOLUTION FOR GOVERNOR TO RECONSIDER REDUCTION IN
LOCAL GOVERNMENT DISTRIBUTION FUND**

WHEREAS, Illinois Governor Patrick Quinn in his 2011 Budget Address proposed a 30% reduction in the Local Government Distributive Fund (LGDF) to municipalities, and

WHEREAS, the impact of a 30% reduction in LGDF funds to the City of Pekin with a population of 33,857, means a loss of \$782,097 to the City, and a full 4.5% of the forecasted general fund for next year, and

WHEREAS, the City has already experienced a 28% decline in LGDF funds the past three years due to the economic downturn,

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Pekin, Tazewell County, Illinois, that:

By the adoption of this resolution, Mayor Rusty Dunn, Members of the Council, and City Manager Dennis Kief urge the Governor to reconsider this funding cut, and appeal to the General Assembly to not support the LGDF reduction as proposed in the State Budget.

FURTHER, a copy of this resolution will be mailed to our State Senators, State Representatives and Governor Patrick Quinn for immediate consideration.

FURTHER, the City of Pekin shall attest the same after the signature of the Mayor.

PASSED AND APPROVED at its regular City Council Meeting, this 22nd day of March 2010.

Rusty L. Dunn, Mayor

ATTEST:

Sue E. McMillan, City Clerk

NOTICE OF PUBLIC HEARING

Public notice is hereby given that the City Council of the City of Pekin, Illinois (the "City") will hold a Public Hearing on Monday, March 22, 2010, at 5:30 P.M., at the City Meeting Room located at 111 S. Capitol Street, Pekin, Illinois 61554 regarding a plan of finance to issue one or more series of the City's revenue bonds (the "Bonds"), in an aggregate principal amount not to exceed \$25,000,000. The proceeds of the Bonds will be loaned to Pekin Memorial Hospital, an Illinois not for profit corporation (the "Borrower"), to be used, together with certain other funds, to: (i) currently refund the outstanding portion of the: (a) \$14,430,000 Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital) (the "Series 1993B Bonds"), (b) \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital) (the "Series 1993C Bonds"), and (c) \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital) (the "Series 1997 Bonds" and, together with the Series 1993B Bonds and the Series 1993C Bonds, the "Refunded Bonds"); and (ii) pay certain expenses incurred in connection with the issuance of the Bonds and the refunding of the Refunded Bonds, all as permitted by the City's home rule powers pursuant to Article VII, Section 6 of the Illinois Constitution, as amended.

The proceeds of the Series 1993B Bonds were used to: (i) refund the \$7,350,000 Illinois Health Facilities Authority Floating/Fixed Rate Revenue Bonds, Series 1985A (Pekin Memorial Hospital Project) and the \$9,950,000 Illinois Health Facilities Authority Floating/Fixed Rate Revenue Bonds, Series 1985B (Pekin Memorial Hospital Project) (collectively, the "Series 1985 Bonds"); (ii) reimburse the Borrower for the payment of certain costs of the acquisition, construction, renovation, remodeling and equipping of certain health facilities of the Borrower; and (iii) pay certain expenses incurred in connection with the issuance of the Series 1993 Bonds.

The proceeds of the Series 1993C Bonds were used, together with certain other funds, to: (i) reimburse the Borrower for the payment of certain costs of the acquisition, construction, renovation, remodeling and equipping of certain health facilities of the Borrower; (ii) refinance certain indebtedness of the Borrower; and (iii) pay certain expenses incurred in connection with the issuance of the Series 1993C Bonds.

The proceeds of the Series 1997 Bonds were used, together with certain other funds, to: (i) pay and reimburse the Borrower for the costs of the acquisition, construction, renovation, remodeling and equipping of certain health facilities of the Borrower and Park Court Limited, an Illinois not for profit corporation and an affiliate of the Borrower; (ii) pay a portion of the interest on the Series 1997 Bonds; and (iii) pay certain expenses incurred in connection with the issuance of the Series 1997 Bonds.

The initial owner, operator or manager of the facilities being financed or refinanced with the proceeds of the Bonds is the Borrower. All of the facilities to be financed or refinanced with the proceeds of the Bonds will be located on the Borrower's existing hospital campus at 600 South 13th Street, Pekin, Illinois 61554-4969.

The Bonds do not constitute a debt of the City or of the State of Illinois within the meaning of any provisions of the Constitution or statutes of the State of Illinois or a pledge of the

faith and credit of the City, of the State of Illinois or any other political subdivision thereof. The Bonds will not grant the owners thereof any right to have the City or the General Assembly levy any taxes or appropriate any funds for the payment of the principal the Bonds or interest thereon. The Bonds will be payable solely out of the revenues and other funds pledged and assigned for their payment in accordance with a loan agreement between the Borrower and the City and the indenture pursuant to which the Bonds are issued.

The above notice of public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended. At the time and place set for the public hearing, residents, taxpayers and other interested persons will be given the opportunity to express their views for or against the proposed plan of financing. Written comments may also be submitted to the City Manager of the City at the City's office located at 111 South Capitol Street, Pekin, Illinois 61554 until March 19, 2010.

In accordance with the Americans with Disabilities Act ("ADA"), if any person with a disability as defined by the ADA needs special accommodations to participate in the public hearing, then not later than March 19, 2010, he or she should contact the City at (309) 477-2300.

NOTICE DATED: March 5, 2010

CITY OF PEKIN, ILLINOIS

By /s/ Dennis Kief
City Manager

Please publish once, on the next available date and forward statement and certificate of publication to Sue E. McMillan, City Clerk, 111 S. Capitol Street, Pekin, IL 61554.

**NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCE
TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR
OF THE CITY OF PEKIN, ILLINOIS**

On Monday, March 22, 2010, at 5:30 p.m., a public hearing will be held by the Mayor and City Council of the City of Pekin, Illinois, in the Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-13, authorizing the annexation to the City of Pekin, Illinois, of a tract of property comprising approximately 60 acres of land legally described as follows:

The East 30 acres of even width off of the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian lying West of and adjoining the G.M. & O. Railroad Right of Way; situated in the County of Tazewell, in the State of Illinois; Alternately described as the East Half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, EXCEPTING THEREFROM the right of way of the Chicago and Alton Railroad Company, and FURTHER EXCEPTING THEREFROM the West 12.57 chains of Said East Half of the Southeast Quarter of said Section 23, Township 25 North, Range 5 West of the Third Principal Meridian; FURTHER EXCEPTING THEREFROM that part conveyed to the State of Illinois Department of Transportation by Warranty Deed recorded as Document No. 9721663, described as follows: A part of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 23, said corner being 2.574 meters (8.44 feet) normally distant Southerly from the existing Centerline of F.A.U. Route 6769 (Illinois marked Route 98); thence South 2 degrees 07 minutes 09 seconds East along the West line of the G.M. & O. Railroad, 12.987 meters (42.61 feet) to a point being 15.557 meters (51.04 feet) normally distant Southerly from said Centerline; thence South 87 degrees 32 minutes 53 seconds West, 104.882 meters (344.10 feet) to a point 19.000 meters (62.34 feet) normally distant Southerly from said Centerline; thence South 79 degrees 58 minutes 02 seconds West, 27.372 meters (89.80 feet) to a point being 23.500 meters (77.10 feet) normally distant Southerly from said Centerline; thence North 87 degrees 59 minutes 46 seconds West, 13.568 meters (44.51 feet) to the East line of the West 12.57 chains of the East Half of the Southeast Quarter of said Section 23, said point being 22.891 meters (75.10 feet) normally distant Southerly from said Centerline; thence North 0 degrees 48 minutes 22 seconds West along said East line, 21.948 meters (72.01 feet) to the North line of said Southeast Quarter, said point being 0.943 meter (3.09 feet) normally distant Southerly from said Centerline; thence South 89 degrees 55 minutes 35 seconds East along the North line of said Southeast Quarter, 145.128 meters (476.14 feet) to the Point of Beginning, situated in Tazewell County and State of Illinois.

PIN: 04-04-23-400-006

Part of the West 50 acres of the East half of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, EXCEPT for the premises conveyed in deeds recorded in Volume 579, page 217, Volume 609, page 310, and Volume 630, page 153, all recorded in the Office of the Recorder of Deeds of Tazewell County, Illinois, containing 22.4 acres, more or less, situated in the County of Tazewell in the State of Illinois.

Part of the Southeast Quarter of the Southeast Quarter of Section 23, Township 25 North, Range 5 West of the Third Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 23, running thence East along the South line of said Section 23, 829.62 feet; thence North 0 degrees 08' 34" West, 400 feet; thence West parallel to said South line to the West line of said Southeast Quarter of the Southeast Quarter of said South line to the West line of said Southeast Quarter of the Southeast Quarter of said Section 23; thence South along said West line to the place of beginning, containing 7.6 acres, more or less, situated in the County of Tazewell in the State of Illinois.

PIN: 04-04-23-400-004

PIN: 04-04-23-400-005

Commonly known as the Evans Property and the Iber property directly east of the Showplace Cinema, Edgewater Drive, North Pekin, Illinois

It is proposed that the subject property be annexed to the City of Pekin pursuant to the provisions of Article 7, Division 1 of the Illinois Municipal Code (65 ILCS 5/7-1-1 et seq and 5/7-1-13. The ordinance and a map of the subject property proposed to be annexed to the City are on file with the City Clerk.

All interested parties are invited to attend the Council Meeting and any interested persons will be given an opportunity to be heard.

By Order of the Corporate Authorities of the City of Pekin, Illinois.

Dated: February 26, 2010.

CITY OF PEKIN

By: Sue E. McMillan, City Clerk

**NOTICE OF PUBLIC HEARING
ADOPTION OF BUDGET FOR FISCAL YEAR
MAY 1, 2010 THROUGH APRIL 30, 2011
BY THE CITY COUNCIL AND MAYOR OF THE
CITY OF PEKIN
PEKIN, ILLINOIS**

On Monday evening, March 22, 2010 at 5:30 p.m., a public hearing will be held by the City Council of the City of Pekin in the City Hall at 111 S. Capitol Street, Pekin, Illinois, for the purpose of considering and hearing testimony relative to the adoption of the budget for the City of Pekin for fiscal year May 1, 2010 through April 30, 2011, which budget has been published and is available for the public inspection at the Office of the City Clerk at 111 S. Capitol Street, Pekin, Illinois, during regular business hours.

You are further notified that said proposed budget may be further revised and passed after the public hearing.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard.

By order of the Corporate Authorities of the City of Pekin, Illinois.

CITY OF PEKIN
PROPOSED BUDGET
FISCAL YEAR ENDED APRIL 30, 2011

	<u>Beginning Balance</u>	<u>Projected Revenue</u>	<u>Bond Proceeds</u>	<u>Total Revenue</u>	<u>Budgeted Expenditures</u>	<u>Ending Balance</u>	<u>Operating Balance</u>
General	-	18,529,364	-	18,529,364	17,585,492	-	943,872
Tourism	-	125,000	-	125,000	120,300	-	4,700
Stormwater	-	1,000	-	1,000	475,906	-	(474,906)
Total General	19,450,000	18,655,364	-	18,655,364	18,181,698	19,923,666	473,666
Solid Waste	(7,140,000)	120,000	-	120,000	1,772,901	(8,792,901)	(1,652,901)
Sewerage	16,220,000	3,220,700	8,369,204	11,589,904	11,589,904	16,220,000	-
Motor Fuel	2,270,000	1,135,000	-	1,135,000	1,135,000	2,270,000	-
HUD	1,380,000	602,967	-	602,967	631,570	1,351,397	(28,603)
TIF	2,940,000	1,002,500	-	1,002,500	1,002,500	2,940,000	-
Capital Projects	(300,000)	5,237,200	-	5,237,200	5,230,000	(292,800)	7,200
School Bus	2,180,000	3,186,636	-	3,186,636	2,840,328	2,526,308	346,308
Airport	410,000	87,960	-	87,960	114,826	383,134	(26,866)
Economic Development	1,940,000	226,771	-	226,771	226,771	1,940,000	-
Employee Benefits	1,520,000	3,812,039	-	3,812,039	3,685,017	1,647,022	127,022
Vehicle Maintenance	(80,000)	1,477,009	-	1,477,009	1,273,821	123,188	203,188
Tazewell/Pekin CCC	310,000	1,442,878	-	1,442,878	1,422,885	329,993	19,993
Library	790,000	1,217,056	-	1,217,056	1,217,056	790,000	-
Police Pension	19,140,000	1,864,811	-	1,864,811	1,864,811	19,140,000	-
Fire Pension	13,880,000	2,290,252	-	2,290,252	2,290,252	13,880,000	-
	<u>74,910,000</u>	<u>45,579,143</u>	<u>8,369,204</u>	<u>53,948,347</u>	<u>54,479,340</u>	<u>74,379,007</u>	<u>(530,993)</u>



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (February 25, 2010)

AGENDA ITEM: Ordinance Adopting of FY 2011 Budget

AGENDA DATE REQUESTED: March 22, 2010

ACTION REQUESTED: Approval of Ordinance Adopting FY2011 Budget

BACKGROUND: There have been no significant changes since the January 28, 2010 Budget memo that follows this RFCA.

If you look at the 2 page summary of all City funds you will see that Total City Revenues (\$47,890,714) significantly exceed Expenses (\$46,110,136). At first glance you could say we have a positive balance, why not implement the budget as it stands.?

The first thing you have to separate out are the City's Restricted Funds. The City has a number of funds (color coded orange on the summary spreadsheet) where the revenues from those funds can only be expended on certain eligible expenses contained within the fund. Examples are Wastewater, MFT, HUD, and the Police and Fire Pensions, among others.

When all of those Restricted funds are singled out, you are then left with all of the departments within the General fund (blue color code on spreadsheet) plus those that are set up to be Enterprise Funds, but have no dedicated funding mechanism. Examples of those include Solid Waste and Stormwater. Those are color coded green on the spreadsheet. When I use the term "General Fund Related" that includes the General fund and all of the other funds that do not have their own revenue source and therefore rely on revenue from the General Fund.

In the budget that follows, there is the 2 page spreadsheet summary followed by Jim's 2 page explanation of his revenue projections, a 9 page departmental budget narrative, followed by the 200+ page line item budget. Council Member Kortkamp suggested the narrative summary which was a great idea.

What is the City Council's preference with respect to "balancing" the proposed FY 2011 budget? As you can see we have come a long ways already. Ironically the Expenses exceed the reserves by an amount (\$527,083) less than difference between the lesser amount that the General Fund received from the 2009 levy than in the 2008 Levy (\$588,197)

Is this the "rainy" day where the General Funds reserves could be utilized? How much should the City's reserves be? You can talk to 10 financial experts and you will probably get 10 different opinions as to what reserves should be. I have previously shared with you that at this past year's IML conference a panel of municipal experts were asked that very question. Their consensus was that you should have at least 25% of one year's expenses in reserves, but no more than 33%. If you have more than 33% they said you should be spending the money on operations or capital projects.

The City's current General Fund Reserves are approximately \$8M. Our typical annual General Fund Expenses are approximately \$18M. As you can see near the bottom of the second page of my summary spreadsheet, if the PEDIF was fully funded (\$2M) from General Funds Reserves and the \$527,083 also came from General Fund Reserves, the remaining General Funds Reserves would still be above the 30% (of annual General Fund Expenses) threshold for Reserves.

Below is an FY 2011 Summary Spreadsheet by Department: compared to the current FY 2010 Budget. The most notable increase (Capital Fund) is the proposed utilization of the \$4.8M Federal Grant to start constructing Veteran's Drive North.

Fund	Department	FY 2010 Revenue	FY 2010 Expense	FY 2011 Revenue	FY 2011 Expense	FY 2011 Employees
100-001	Administration	\$0.00	\$319,809.00		\$320,828.00	2
100-003	Legal	\$0.00	\$324,000.00		\$319,500.00	0
100-004	Clerk	\$70,245.00	\$112,802.00	\$68,195.00	\$123,340.00	1
100-005	Personnel	\$3,750.00	\$130,500.00	\$0.00	\$141,288.00	1
100-006	Finance	\$3,750.00	\$258,036.00	\$7,500.00	\$210,722.00	3
100-007	Public Works	\$500.00	\$300,314.00	\$500.00	\$274,371.00	3
100-009	IT	\$0.00	\$269,657.00		\$381,526.00	2
100-010	Treasurer	\$0.00	\$49,919.00		\$41,095.00	1
100-032	Street	\$411,153.00	\$1,667,470.00	\$438,798.00	\$1,539,250.00	12
100-034	Fire	\$415,200.00	\$5,667,708.00	\$384,890.00	\$5,645,516.00	53
	Public					
100-068	Properties	\$58,105.00	\$892,741.00	\$15,300.00	\$730,370.00	4
100-760	Police	\$802,600.00	\$6,773,443.00	\$692,366.00	\$6,685,952.00	66
100-793	Inspections	\$156,200.00	\$635,879.00	\$129,400.00	\$514,302.00	6
100-990	Miscellaneous	\$18,254,349.00	\$612,333.00	\$16,792,415.00	\$657,432.00	
208-200	Tourism	\$135,000.00	\$119,800.00	\$125,000.00	\$120,300.00	
223-023	Solid Waste	\$120,000.00	\$1,979,632.00	\$120,000.00	\$1,772,901.00	12
231-029	Wastewater	\$2,809,500.00	\$2,922,961.00	\$3,220,700.00	\$3,220,700.00	
232-232	Stormwater	\$2,500.00	\$474,598.00	\$1,000.00	\$475,906.00	
240-240	MFT	\$1,098,000.00	\$1,270,000.00	\$1,135,000.00	\$1,135,000.00	
261-261	HUD-Metro	\$641,815.00	\$641,872.00	\$602,967.00	\$631,570.00	2
270-270	TIF	\$1,027,500.00	\$1,567,255.00	\$1,002,500.00	\$1,002,500.00	
445-041	Capital	\$450,200.00	\$750,000.00	\$5,237,200.00	\$5,230,000.00	
501-501	School Bus	\$1,742,503.00	\$1,458,883.00	\$3,186,636.00	\$2,840,328.00	67
525-525	Airport	\$57,760.00	\$125,062.00	\$87,960.00	\$114,826.00	2
570-570	EDC	\$425,000.00	\$145,921.00	\$226,771.00	\$226,771.00	1
695-093	Liability Ins	\$217,940.00	\$223,940.00	\$265,578.00	\$264,928.00	
695-094	Work Comp	\$412,029.00	\$462,029.00	\$475,339.00	\$543,589.00	
695-095	Health Ins	\$3,895,480.00	\$3,632,914.00	\$3,071,122.00	\$2,876,500.00	
699-069	VMF	\$1,334,893.00	\$1,316,188.00	\$1,477,009.00	\$1,273,821.00	6
900-762	TPCCC	\$1,386,199.00	\$1,383,115.00	\$1,442,878.00	\$1,422,885.00	23
924-924	Library	\$1,255,397.00	\$1,255,397.00	\$1,217,056.00	\$1,217,056.00	29
941-941	Police Pension	\$1,481,660.00	\$1,838,529.00	\$2,730,522.00	\$1,864,811.00	51
944-944	Fire Pension	\$2,164,954.00	\$2,116,349.00	\$3,736,112.00	\$2,290,252.00	64
	TOTALS	\$40,834,182.00	\$41,699,056.00	\$47,890,714.00	\$46,110,136.00	411

Total FY2011 Employees - (excluding Retirees) 296

FINANCIAL IMPACT: If approved as proposed, the FY2011 could necessitate the utilization of General Funds Reserves, currently estimated at \$527,083.

NEIGHBORHOOD CONCERNS: All essential City services retained at approximate current levels.

IMPACT IF APPROVED: Line item expenditures in place for May 1, 2010 start of Fiscal Year

IMPACT IF DENIED: An FY 2010 Budget need to be approved by May 1, 2010

ALTERNATIVES: Reduced Expenses and/or Increased Revenues

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

REQUIRED SIGNATURES

Department Director	_____	Date
Finance Department	_____ (Certification of Availability of Funds)	Date
Corporation Counsel	_____ (Certification of Review)	Date
City Manager	_____	Date

RESOLUTION NO. -09/10
RESOLUTION ADOPTING THE FISCAL YEAR
MAY 1, 2010 THROUGH APRIL 30, 2011 BUDGET FOR THE
CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin, Illinois has adopted the budget system authorizing expenditures; and

WHEREAS, the City has caused notice to be published on that a public hearing on the proposed Budget for fiscal year May 1, 2010 through April 30, 2011 would be held on March 22, 2010 and further that said proposed Budget was available for inspection in the City Clerk's Office; and

WHEREAS, a hearing was held this date on the proposed Budget before the City Council;

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

Section 1 : That the Budget for the fiscal year May 1, 2010 through April 30, 2011 of the City of Pekin be and the same is hereby adopted.

Section 2 : That the administrative staff of the City shall cause the Budget as adopted to be complied, printed, and bound in book form for distribution.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS

this _____ day of _____, 2010

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN

**RESOLUTION NO. -09/10
A RESOLUTION ADOPTING THE FISCAL YEAR
MAY 1, 2010 THROUGH APRIL 30, 2011 BUDGET
FOR THE CITY OF PEKIN, ILLINOIS**

**PASSED BY THE CITY COUNCIL
OF THE CITY OF PEKIN
THE 22ND DAY OF MARCH, 2010**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE CITY
COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS,
THIS 22ND DAY OF MARCH, 2010**

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE 22ND DAY OF MARCH, 2010, ADOPTED RESOLUTION NO. -09/10, A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2010

(SEAL)

SUE E. MCMILLAN
CITY CLERK



City of Pekin
Office Of The
City Manager

Memo

To: City Council

Re: City Staff

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 –2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: City Staff

Date: January 28, 2010

Re: FY 2011 City Budget

On November 20, 2009, City Treasurer Jim Wolf updated the City's Revenue projections for FY 2011. At that point Jim itemized the City's General Fund Revenue for FY 2011 and highlighted the fact that it would be \$1,610,947 less than the City's General Fund Revenue for FY 2010. Therefore the starting point for the FY 2011 budget was the need to cut \$1.6M from the budget despite the fact that many of the City's operating costs (i.e. bargaining unit contracts) are fixed and have predetermined increases.

After Staff worked on the line item budget for several months, the first Draft was given to you on December 4, 2009. At that point the General Fund Related Expenses exceeded the Revenues by \$1,343,978.

On December 14, 2009, a list of additional cuts was provided to the City Council and a follow-up email was sent on December 15, 2009. The Staff has gone back through the line item budget one more time and now has the proposed FY 2011 General Fund Related Expenses exceeding Revenues by \$521,083.

However, an explanation of how we get to and why we focus on "General Fund Related" is necessary. If you look at the 2 page summary of all City funds you will see that Total City Revenues (\$47,890,714) significantly exceed Expenses (\$46,110,136) At first glance you could say we have a positive balance, why not implement the budget as it stands.?

The first thing you have to separate out are the City's Restricted Funds. The City has a number of funds (color coded orange on the summary spreadsheet) where the revenues from those funds can only be expended on certain eligible expenses contained within the fund. Examples are Wastewater, MFT, HUD, and the Police and Fire Pensions, among others.

When all of those Restricted funds are singled out, you are then left with all of the departments within the General fund (blue color code on spreadsheet) plus those that are set up to be Enterprise Funds, but have no dedicated funding mechanism. Examples of those include Solid Waste and Stormwater. Those are color coded green on the spreadsheet. When I use the term "General Fund Related" that includes the General fund and all of the other funds that do not have their own revenue source and therefore rely on revenue from the General Fund.

In the budget that follows, there is the 2 page spreadsheet summary followed by Jim's 2 page explanation of his revenue projections, a 9 page departmental budget narrative, followed by the 200+ page line item budget. Council Member Kortkamp suggested the narrative summary which was a great idea.

What is the City Council's preference with respect to "balancing" the proposed FY 2011 budget? As you can see we have come a long ways already. Ironically the Expenses exceed the reserves by an amount (\$527,083) less than difference between the lesser amount that the General Fund received from the 2009 levy than in the 2008 Levy (\$588,197)

Is this the "rainy" day where the General Funds reserves could be utilized? How much should the City's reserves be? You can talk to 10 financial experts and you will probably get 10 different opinions as to what reserves should be. I have previously shared with you that at this past year's IML conference a panel of municipal experts were asked that very question. Their consensus was that you should have at least 25% of one year's expenses in reserves, but no more than 33%. If you have more than 33% they said you should be spending the money on operations or capital projects.

The City's current General Fund Reserves are approximately \$8M. Our typical annual General Fund Expenses are approximately \$18M. As you can see near the bottom of the second page of my summary spreadsheet, if the PEDIF was fully funded (\$2M) from General Funds Reserves and the \$527,083 also came from General Fund Reserves, the remaining General Funds Reserves would still be above the 30% (of annual General Fund Expenses) threshold for Reserves.

Please let me know your thoughts on the proposed budget and the possible utilization of reserves.

Kief, Denny

From: Kief, Denny
Sent: Friday, November 20, 2009 7:34 AM
To: Council Members; Staff Mtg Participants
Subject: 2009 Levy and FY2011 Budget
Attachments: GenFundRev112009.xls

This email is in response to a number of emails that have been asking about the impact of the upcoming Levy on the next Fiscal Year budget. I requested that City Treasurer Jim Wolf make an early estimate on anticipated Revenues for FY 2011. Below is an abbreviated spreadsheet showing Jim's early estimate on the major Revenue sources that impact the General Fund.

	G/L		4/30/09		Projected	CHANGE
ACCOUNT	ACCOUNT	4/30/09	ACTUAL	4/30/10	4/30/11	FY2010 TO
DESCRIPTION	NUMBER	BUDGET	UNAUDITED	BUDGET	BUDGET	FY2100
R.E. tax	101.00	2,091,194	2,182,753	1,721,674	1,133,477	(588,197)
Use tax	109.00	405,000	437,955	460,000	405,000	(55,000)
Municipal sales tax	110.00	5,205,000	5,041,613	5,100,000	4,820,000	(280,000)
Home rule sales tax	110.04	4,000,000	4,002,526	3,900,000	3,625,000	(275,000)
Replacement tax	120.00	1,309,093	1,187,883	1,120,000	1,005,000	(115,000)
Illinois income tax	130.00	2,975,000	2,940,521	2,920,000	2,564,000	(356,000)
Interest earnings	901.00	514,080	257,552	298,000	226,250	(71,750)
2% food & beverage	141.00	-	-	800,000	950,000	150,000
2% package liquor tax	142.00	-	-	200,000	180,000	(20,000)
SUB-TOTAL				16,519,674	14,908,727	(1,610,947)

Starting with the lesser amount that the General Fund would be getting from next year's property tax receipts as a result of the 2009 Levy, when you include the lesser amounts that the City would be receiving from the other major revenue generators for the General Fund you can see that at a minimum the City's General Fund will be starting FY2011 with over \$1.6M less Revenue than the FY2010 budget.

On the Expense side, the savings that we are realizing from the City's revamped Health Insurance Plan will offset many of the customary annual increases; i.e wages. Staff is working on the FY2011 Line Item Budget and we are compiling those numbers.

11/20/2009

From: Kief, Denny
Sent: Monday, December 14, 2009 5:04 PM
To: Council Members
Cc: Staff Mtg Participants
Subject: FY2011 Budget Update

Attached are line items that Staff is looking at to reduce or eliminate from the proposed FY 2011 Budget.

This information is intended to serve as an update to the summary and line item budget that were distributed on December 4th.

From: Kief, Denny
Sent: Friday, December 04, 2009 4:43 PM
To: Council Members
Cc: Staff Mtg Participants
Subject: FY2011 Budget

City Council Members,

Attached is the First Draft of the FY2011 Budget for your review.

The first 2 pages are a summary and the next 228 pages is the line item budget by Fund/Department.

From: Kief, Denny
Sent: Tuesday, December 15, 2009 7:26 AM
To: Council Members
Cc: Staff Mtg Participants
Subject: Dome and Budget

Council Members,

I want to thank you for your patience on the City's role in the acquisition of the Dragon's Dome.

I realize that the final product was different than where we started.

During those countless Exec sessions it was clear that if we could find a private buyer/operator of the Dome, the chances of a majority vote were better than a City acquisition.

The discussions changed quickly when we finally told the Central Illinois Sports Alliance Group that they needed to put together a plan to not just operate the Dome properties, but to purchase it. I want to thank the majority of you for coming in last week and asking your respective questions concerning the Loan Agreement.

The fact that we had a good Developer's agreement in place with East Court Village gave us a template for a similar agreement with these people, although the incentive changed from Sales Tax to Hotel-Motel Tax in this agreement.

It is apparent that the majority of the City Council and the community see this as good resolution to the Dome acquisition.

Now.....on to the budget.

You have quite a bit of information in front of you on the Proposed FY2011 Budget. I hope that you can see that the Budget that you have been presented has come a long way. For starters, the projected FY2011 General Fund Revenue is down over \$1.6M from FY2010. Despite that and some increased fixed costs, you have a General Fund Related budget that has Expenses exceeding Revenues by nearly the same amount as the General Fund received less revenue from the Levy \$600,000. Please let us know your questions in advance of the City Council meetings so that we can respond to those comments in a timely manner.

FY 2011 BUDGET

Fund	Department	FY 2010 Revenue	FY 2010 Expense	FY 2011 Revenue	FY 2011 Expense	FY 2011R Revenue	FY 2011R Expense
100-001	Administration	\$0.00	\$319,809.00		\$320,828.00		\$320,828.00
100-003	Legal	\$0.00	\$324,000.00		\$319,500.00		\$319,500.00
100-004	Clerk	\$70,245.00	\$112,802.00	\$68,195.00	\$123,340.00	\$68,195.00	\$123,340.00
100-005	Personnel	\$3,750.00	\$130,500.00	\$0.00	\$141,288.00	\$0.00	\$141,288.00
100-006	Finance	\$3,750.00	\$258,036.00	\$7,500.00	\$210,722.00	\$7,500.00	\$210,722.00
100-007	Public Works	\$500.00	\$300,314.00	\$500.00	\$274,371.00	\$500.00	\$274,371.00
100-009	IT	\$0.00	\$269,657.00		\$381,526.00		\$381,526.00
100-010	Treasurer	\$0.00	\$49,919.00		\$41,095.00		\$41,095.00
100-032	Street	\$411,153.00	\$1,667,470.00	\$438,798.00	\$1,539,250.00	\$438,798.00	\$1,539,250.00
100-034	Fire	\$415,200.00	\$5,667,708.00	\$384,890.00	\$5,645,516.00	\$384,890.00	\$5,645,516.00
100-068	Public Properties	\$58,105.00	\$892,741.00	\$15,300.00	\$730,370.00	\$15,300.00	\$730,370.00
100-760	Police	\$802,600.00	\$6,773,443.00	\$692,366.00	\$6,685,952.00	\$692,366.00	\$6,685,952.00
100-793	Inspections	\$156,200.00	\$635,879.00	\$129,400.00	\$514,302.00	\$129,400.00	\$514,302.00
100-990	Miscellaneous	\$18,254,349.00	\$612,333.00	\$16,792,415.00	\$657,432.00	\$16,792,415.00	\$657,432.00
208-200	Tourism	\$135,000.00	\$119,800.00	\$125,000.00	\$120,300.00	\$125,000.00	\$120,300.00
223-023	Solid Waste	\$120,000.00	\$1,979,632.00	\$120,000.00	\$1,772,901.00	\$120,000.00	\$1,772,901.00
231-029	Wastewater	\$2,809,500.00	\$2,922,961.00	\$3,220,700.00	\$3,220,700.00	\$3,220,700.00	\$3,220,700.00
232-232	Stormwater	\$2,500.00	\$474,598.00	\$1,000.00	\$475,906.00	\$1,000.00	\$475,906.00
240-240	MFT	\$1,098,000.00	\$1,270,000.00	\$1,135,000.00	\$1,135,000.00	\$1,135,000.00	\$1,135,000.00
261-261	HUD-Metro	\$641,815.00	\$641,872.00	\$602,967.00	\$631,570.00	\$631,570.00	\$631,570.00
270-270	TIF	\$1,027,500.00	\$1,567,255.00	\$1,002,500.00	\$1,002,500.00	\$1,002,500.00	\$1,002,500.00
445-041	Capital	\$450,200.00	\$750,000.00	\$5,237,200.00	\$5,230,000.00	\$5,237,200.00	\$5,230,000.00
501-501	School Bus	\$1,742,503.00	\$1,458,883.00	\$3,186,636.00	\$2,840,328.00	\$3,186,636.00	\$2,840,328.00
525-525	Airport	\$57,760.00	\$125,062.00	\$87,960.00	\$114,826.00	\$87,960.00	\$114,826.00
570-570	EDC	\$425,000.00	\$145,921.00	\$226,771.00	\$226,771.00	\$226,771.00	\$226,771.00
695-093	Liability Ins	\$217,940.00	\$223,940.00	\$265,578.00	\$264,928.00	\$265,578.00	\$264,928.00
695-094	Work Comp	\$412,029.00	\$462,029.00	\$475,339.00	\$543,589.00	\$475,339.00	\$543,589.00
695-095	Health Ins	\$3,895,480.00	\$3,632,914.00	\$3,071,122.00	\$2,876,500.00	\$3,071,122.00	\$2,876,500.00
699-069	VMF	\$1,334,893.00	\$1,316,188.00	\$1,477,009.00	\$1,273,821.00	\$1,477,009.00	\$1,273,821.00
900-762	TPCCC	\$1,386,199.00	\$1,383,115.00	\$1,442,878.00	\$1,422,885.00	\$1,442,878.00	\$1,422,885.00
924-924	Library	\$1,255,397.00	\$1,255,397.00	\$1,217,056.00	\$1,217,056.00	\$1,217,056.00	\$1,217,056.00
941-941	Police Pension	\$1,481,660.00	\$1,838,529.00	\$2,730,522.00	\$1,864,811.00	\$1,864,811.00	\$1,864,811.00
944-944	Fire Pension	\$2,164,954.00	\$2,116,349.00	\$3,736,112.00	\$2,290,252.00	\$2,290,252.00	\$2,290,252.00

FY 2011 BUDGET

TOTALS	\$40,834,182.00	\$41,699,056.00	\$47,890,714.00	\$46,110,136.00	\$45,607,746.00	\$46,110,136.00
Excluding Pens	\$37,187,568.00	\$37,744,178.00	\$41,424,080.00	\$41,955,073.00	\$41,452,683.00	\$41,955,073.00
General	\$20,175,852.00	\$18,014,611.00	\$18,529,364.00	\$17,585,492.00	\$18,529,364.00	\$17,585,492.00

Wastewater Treatment Plant Expansion Bond/Loan = \$8,369,204

PEDIF in EDC from General Fund Reserves only if Project Driven = \$1,910,437

TIF Reserves = \$1,357,785

MFT Reserves = \$356,000

Capital Fund \$975,000 is City Match to \$4.8 Federal for Veteran's Drive

The City's 2009 Levy will generate \$588,197 less revenue to the General Fund than the 2008 Levy

HUD = \$28,603 Carry Over FY2010

CURRENT FY2011 GENERAL FUND STATUS	\$943,872.00
CURRENT FY2011 ALL FUNDS STATUS	\$1,780,578.00
CURRENT FY2011 BUDGET STATUS EXCLUDING POLICE & FIRE PENSIONS	-\$502,390.00
CURRENT FY2011 GENERAL FUND RELATED STATUS	-\$527,083.00

Blue is General Fund

Green is General Fund Related, Revenue Comes From General Fund Type Revenue Sources

Orange Are Restricted (Self-Sufficient) Funds

NOTE: The only difference between the FY 2011 and FY 2011R columns is that the Police and Fire Pensions are "equalized", Revenues equaling Expenses for budgeting purposes since those Revenues cannot be expended elsewhere and the additional revenue is part of bringing those fund up to acceptable levels

FY 2011 General Fund Expenses = \$17,370,492 [Use \$18M as Average Year]

One Reserve Standard is Greater than 25% (\$4.5M) of Annual Expenses, but Less than 33% (\$6M)

General Fund Reserves Currently (end of FY 2009) at approximately \$8M

General Fund Reserves if Maximum PEDIF utilized = \$8M - \$2M = \$6M

General Funds Reserves after utilization to equalize Expenses with Revenues = \$6M - \$0.5M = \$5.5M = 30.5%

CITY OF PEKIN
EXPLANATION OF REVENUE BUDGET PROJECTIONS BY J. WOLF
FISCAL YEAR ENDING APRIL 30, 2011

1. Investment Rates

Due to the expected long recovery for the national, state and local economies, a widely held belief is that the present low interest rates will remain the same for at least another year. With that in mind I have projected average CD interest rates to be 2.5% on our investment balances.

2. Replacement Tax (PPRT)

IML has projected significantly lower tax collections for the fiscal 2010 year. I have then estimated the tax to rise somewhat over those low levels for fiscal 2011 and have used 105% of the 2010 number.

3. State Income Tax

IML has projected significantly lower tax collections for the fiscal 2010 year. I have used 100% of that projection for fiscal 2011 as I believe that the higher unemployment in Illinois (than nationally) will have more of a negative impact on this type of tax than the business related replacement tax (businesses are starting to show some profits now that their costs have been cut so drastically).

4. Municipal Sales Tax

Since this revenue source is strictly determined by local factors, I have based the fiscal 2011 budget estimate on 95% of the last 12 months of actual collections. My logic in using 95% is that the recent trend of the last 3 months collections of sales tax has been down roughly 10% from the comparable months in 2008. I expect that this reduced level of revenue will continue over the next 6 to 9 months before beginning to improve. Thus, I believe the 95% provides a realistic estimate for fiscal 2011.

5. Home Rule Tax

I have used the same 95% factor as the municipal sales tax since the two taxes are local and generally move in similar patterns.

6. Telecommunications Tax

Here again we have a locally based tax. However, as I have reviewed collections over the last 12 months, this tax has not shown quite the decrease as we have experienced with the sales taxes. And, I feel that the telecommunication taxed sector will continue to grow due to the technology nature of this industry and its usage by the growing younger generation. Therefore, I have based my fiscal 2011 budget on 105% of the last 12 months actual collections.

7. Food & Beverage and Package Liquor Taxes

As we all are aware, the city has had a number of restaurants/bars close their doors over the last several months which normally would have a negative impact on the revenue collected. However, it appears that Avanti's and Wendy's have the potential to replace the lost revenue. As a result, I have used the average monthly tax revenue collected from these two taxes since their inception to project the 12 month fiscal 2011 budget.

<u>ACCOUNT DESCRIPTION</u>	<u>G/L ACCOUNT NUMBER</u>	<u>4/30/09 BUDGET</u>	<u>4/30/09 ACTUAL UNAUDITED</u>	<u>4/30/10 BUDGET</u>	<u>Projected 4/30/11 BUDGET</u>	<u>CHANGE FY2010 TO FY2100</u>
R.E. tax	101.00	2,091,194	2,182,753	1,721,674	1,133,477	(588,197)
Use tax	109.00	405,000	437,955	460,000	405,000	(55,000)
Municipal sales tax	110.00	5,205,000	5,041,613	5,100,000	4,820,000	(280,000)
Home rule sales tax	110.04	4,000,000	4,002,526	3,900,000	3,625,000	(275,000)
Replacement tax	120.00	1,309,093	1,187,883	1,120,000	1,005,000	(115,000)
Illinois income tax	130.00	2,975,000	2,940,521	2,920,000	2,564,000	(356,000)
Interest earnings	901.00	514,080	257,552	298,000	226,250	(71,750)
2% food & beverage tax	141.00	-	-	800,000	950,000	150,000
2% package liquor tax	142.00	-	-	200,000	180,000	(20,000)
SUB-TOTAL				16,519,674	14,908,727	(1,610,947)

ADMINISTRATION (Fund 100-001)

The Administration Department includes the Mayor, 6 Council Members, the City Manager, 1 Fulltime Administrative Assistant, 1 Part-time Administrative Assistant and 25% of 1 Fulltime Administrative Assistant. Total personnel costs including benefits is estimated at \$295,778 for FY 2011. There are no vehicles in this department nor are there any significant Capital expenditures other than \$10,000 for the “Spruce Up Pekin” events.

The projected departmental budget (\$320,828) for FY 2011 is a \$1.65% increase from the FY 2010 Budget of \$315,609.

LEGAL (Fund 100-002)

The Legal Department includes no City Personnel, vehicles nor Capital expenditures. \$205,000 is budgeted to our Corporation Counsel legal work, \$85,000 for Personnel matters, and \$25,000 for lawsuits.

The projected departmental budget (\$319,500) for FY 2011 is a \$1.39% decrease from the FY 2010 Budget of \$324,000.

CLERK (Fund 100-003)

The Clerks Department consists of the oversight of 2 1/2 Personnel; Clerk, 1 fulltime and 1 part-time Administrative Assistants. Total personnel (funding only for the City Clerk position, other 1 1/2 positions are in the Administration Department) costs (including benefits) for FY 2011 are estimated to be \$100,902. The Assistants do secretarial work for all departments.

The department processes various licenses and permits, annual Liquor Licenses, amusement devices, dog reclamations, vendors, etc. in the amount of \$60,995. The department is responsible for daily customer phone inquiries, maintaining all public records, and for over a year have been collecting totter payments. The budget includes larger line item amounts for publication, recording of documentation and educational expense to assure current knowledge of legal publications and proper procedures and requirements are followed by Council. The budget has been reduced for licensed software for retention of documents and maintenance costs which can be accomplished with in-house programs.

The projected departmental budget (\$123,340) for FY 2011 is a \$9.34% increase from the FY 2010 Budget of \$112,802

PERSONNEL (Fund 100-005)

The Personnel Dept consists of 1 1/2 persons. However, with the retirement of Dawn Breaden the end of December, the department is back down to 1 person. The 2011

budget reflects 1 ½ persons. Personnel costs are up 11%, most of that covering the IMRF rate increase. The remaining budgeted line items are down \$2600 from 2010. We do not expect any capital purchases, especially since the Springbrook computer conversion is coming out of the IT computer dept.

The projected departmental budget (\$141,288) for FY 2011 is a \$24.19% increase from the FY 2010 Budget of \$113,764.

FINANCE (Fund 100-006)

The Finance Dept includes an open (and not funded in this budget) Finance Director position, an Asst Finance Director, an Accounts Receivables Clerk and an Accounts Payables Clerk. Total Personnel costs for FY11 including benefits are estimated at \$193,501. We don't have any Capital expenses or vehicles. Our expense for daily operations is around \$17,200. We are looking to save money on paper in the coming year by storing and sharing reports electronically as opposed to paper.

The projected departmental budget (\$210,722 for FY 2011 is a \$17.57% decrease from the FY 2010 Budget of \$255,627

PUBLIC WORKS (Fund 100-007)

The Motor Fuel Tax (MFT) has no Personnel and is used to purchase items for street operations like, electricity for traffic lights and signals, road salt, street maintenance contracts, tree removal services, and engineering services.

The MFT activities are basically coordinated through the Street Department and Engineering. The current budget includes major expenses of \$500,000 for street maintenance and \$400,000 for engineering on projects that include Sheridan Road bridge replacement design and the Petri/El Camino extension projects. The Remainder of the budget is for utility costs and road salt where no major increases are anticipated.

The projected departmental budget (\$274,371) for FY 2011 is a 0.02% increase from the FY 2010 Budget of \$274,314.

IT (Fund 100-009)

The IT Department includes 2 Network Administrators. Total personnel costs including benefits are estimated at \$151,257 for FY 2011. There are no vehicles in this department. The biggest new item in the budget is the partial payment (\$68,815) for the Finance Software package that was approved earlier by City Council action. Software Maintenance Agreements (\$49,000) and Computer Hardware (\$79,000) are the other significant Capital items in this budget.

The projected departmental budget (\$381,526) for FY 2011 is a \$41.49% increase from the FY 2010 Budget of \$269,657.

TREASURER (Fund 100-010)

The Treasurer Dept includes a part-time Treasurer.

The projected departmental budget (\$41,095) for FY 2011 is a \$0.31% increase from the FY 2010 Budget of \$40,069.

STREET DEPARTMENT (Fund 100-032)

The Street (Road and Bridge) Department consists of 12 Personnel; 1 Foreman, 10 Workers and 1 Administrative Assistant. Total personnel costs (including benefits) for FY2011 are estimated to be \$812,200. The vehicular fleet consists of 2 street sweepers, 1 vactor truck, 6 tandem axle dump trucks, 8 single axle dump trucks, 2 -1 ton work trucks, 2 pickup trucks, 1 SUV, 1 Cat loader, 1 Cat backhoe, Dura-Patch Machine, walk behind striping machine, camera truck, & misc. small equipment and tools

The Street Department maintains (repairs, snow removal, etc.) 400 lane miles of streets, 175 miles of sanitary sewers, 125 miles of storm sewers, and 100 miles of combination sewers. Significant expenditures for FY 2011 include \$115,000 for street salt, \$50,000 for sidewalk replacements, \$100,000 for street repairs, & \$25,000 for street signs.

The proposed FY2011 budget does not include any new vehicles this coming fiscal year. This will effect the snow removal operation since there were no new trucks ordered in fiscal year 2010 and the fleet is getting thin. The budget also reflects cutting back on tree removal services by \$150,000 and reducing the street maintenance program by \$300,000.

The projected departmental budget (\$1,539,250) for FY 2011 is a 4.83% decrease from the FY 2010 Budget of \$1,617,470.

FIRE Fund 100-034

The Fire Department includes the Fire Chief, Deputy Chief, 3 Assistant Chiefs (1 for each 24 Hour Shift), 1 Administrative Assistant, 1 Maintenance Coordinator, and 1 Fire Prevention Officer, and 48 Full time Firefighters. The total personnel costs for 2011 are projected at \$3,217,046.00. The cost projections for 2010 were \$3,126,534.00. This results in an increase of \$90,512.00. The Firefighters Local 524 has a contract through 2011.

There was a Ladder Truck that was to be replaced at a projected cost of \$750,000.00, and replacement of a command vehicle at a cost of \$40,000.00. Both of these items have been pushed back due to budget constraints. With the economy as it is, it was also determined to hold off on the purchase of a \$25,000 pickup to replace a 1988 Pick-up., initially in the budget.

There is \$35,000 budgeted for 'Tele-staff', which is an automated scheduling and call-in computerized set-up. This network set-up will streamline call-ins, hire-backs, and scheduling,

There is \$55,000 budgeted for the replacement of an SCBA Compressor. The compressor we have currently is 10 years old, and is budgeted for replacement. We have applied for the Fire Grant in the past, to cover this however, have been denied funds for replacement.

There is \$13,000 budgeted for SCBA's (2). This is the equipment we utilize to enter structure fires to ensure that the firefighter has clean safe air. The air packs run in the area of \$6,200.00-\$6,500.00 each.

A Defibrillator is budgeted for and the cost is \$26,000.00 This piece of equipment is used for medical calls to evaluate and treat heart dysrhythmias, also measures oxygen and carbon monoxide levels.

An off road utility cart has been budgeted at \$18,000.00. This piece of equipment will be utilized in the transport of equipment and personnel in the case of special rescue services, to and from the "hot" zone. Also used in search and rescue service through rough terrain not accessible by other means. This cart will also be used for treatment and transport of sick and injured persons during festivals, parades and other activities when needed.

There is \$9,000.00 budgeted for replacement of a thermal imager. This piece of equipment is utilized to see through smoky conditions for search and rescue of victims, and find hot-spots when fires are in walls or hidden from view. This can also be used to find lost personnel at nighttime by detecting heat of the person.

There is \$185,000 budgeted for this year for the replacement of a Rescue truck. The truck to be replaced was considered a 'disposable truck' that was bought in 2002, and is the busiest vehicle that is run in the fire department. This vehicle will be replaced with a vehicle that is built for its intended purpose, and be able to carry the required equipment to serve as a light/medium duty Rescue.

The department budget for 2011 is \$5,645,516.00 the current budget for 2010 is \$5,452,933.00. This is an increase of \$242,583.00 or approximately +3.53%

ZONING AND INSPECTIONS (Fund 100-793)

The Inspection and Zoning Department consists of 6 personnel; 1 Supervisor/Building Inspector/ Code Enforcement Officer, 1 Deputy Code Enforcement Officer, 1 Electrical Inspector, 1 Plumbing Inspector, 1 HVAC Inspector and 1 Administrative Assistant. Total personnel costs (including benefits) for FY2011 are estimated to be \$413,503.

The Inspection and Zoning Department is responsible for overseeing the permits along with inspections and code enforcement on all parcels (16,260+/-) within the incorporated City limits.

The proposed FY2011 budget has no additions from the previous budget year. The proposed FY2011 budget also reflects cutting a new vehicle.

The projected departmental budget (\$514,302) for FY 2011 is a \$19.75% decrease from the FY 2010 Budget of \$615,879

POLICE (Fund 100-760)

The Pekin Police Department runs a 24/7 public safety operation for the City of Pekin comprised of 56 sworn officers along with 9 full-time and 2 part-time support staff. These personnel costs are \$5,275,487

The department handles 22,000 calls for service each year dispatched by Tazewell/Pekin Consolidated Communications Center (T/PCCC) at a cost of \$621,883

The department maintains a fleet of 42 police related vehicles (including 24 patrol squad cars). These vehicles combined drive approximately 600,000 miles per year consuming 47,000 gallons of fuel. Total vehicle, maintenance and fuel costs per year are \$413,558

All other budget categories include but are not limited to the categories below - at a cost of \$472,064

Ammunition	General Supplies
Animal Control	Liability Insurance
Computers	Records Systems
Contractual Services	Telephone Service
Crime Prevention	Training
Equipment Repairs	

The department major reductions for FY 2011 include:

Loss of one officer (7th Sgt. Position) \$90,000 (wages and benefits package)

Purchase of 3 vehicles instead of 5 = \$60,000 (includes accessories of computers, radar, video systems, etc.)

The projected Police Department budget (\$6,685,992) is a 0.40% decrease from the 2010 budget (\$6,759,139).

Tourism (Fund 208-208)

The Tourism Fund includes neither City Personnel nor vehicles in this fund. The largest Capital expenditures are Dues (\$56,000 for Main Street, Chamber of Commerce, etc.) and Event Grants (\$50,000). The revenue for the Tourism Fund is derived solely from the 5% Hotel-Motel Tax.

The projected departmental budget (\$120,300) for FY 2011 is a \$0.41% increase from the FY 2010 Budget of \$119,800.

WATEWATER (Fund 231-031)

The Sewer Department consists of 5 Personnel. Total personnel costs (including benefits) for FY2011 are estimated to be \$636,357. The vehicular fleet consists of 3 vehicles, small tractor, 2 portable pumps, and a vacuum truck. The Sewer Department is broken into two sections, one for the maintenance of the sewer lines and lift stations and the other the treatment plant. The lines and lift stations are maintained by Street Department personnel and the number assigned depends on the work being done. The 5 personnel listed are for the plant operations and this operation was described in the Street Department section.

The Sewer Department – Plant maintains and operates the Waste Water Treatment Plant. The original plant was constructed in 1939 with additions in 1964, 1988, & 1992. At the present time, the plant is scheduled for upgrades and expansion over the course of the next 3 to 4 years at a cost of \$9 to \$10 million for upgrades and \$27 to \$30 for expansion. Expansion work includes improvements to the Combined Sewer Outfall (CSO) system as required by the Clean Water Act. Overall, improvements to the CSO system will be done over the next 5 to 10 years and presently the estimated cost is around \$35 to \$50 million.

The proposed FY2011 budget includes \$10,000,000 for construction and \$750,000 for the engineering for the expansion plans for the plant. The funding for this project would have to have a matching revenue source; i.e. Sewer User Fee. Sewer lines and lift stations have no changes from the previous years.

The projected departmental budget (\$2,677,386) for FY 2011 is an 18.16% increase from the FY 2010 Budget of \$2,265,841.

STORMWATER (Fund 232-232)

The Stormwater Department has no Personnel at this time since creation of the stormwater utility has not taken place. There are no vehicles. The Stormwater Department account tracks the costs to maintain the existing stormwater lines and appurtenances, street sweeping, and ditch maintenance. This work is required by the Federal and Illinois EPA requirements as a part of the National Pollutant Discharge Elimination System (NPDES) that was established through the Clean Air Act.

The Stormwater Department activities are handled as part of the Street Department at this time with all equipment and manpower being utilized as needed and available. A few planned ditch improvements have been eliminated as well as all new equipment.

The projected departmental budget (\$475,906) for FY 2011 is a 44.92% increase from the FY 2010 Budget of \$328,400.

MOTOR FUEL TAX (Fund 240-240)

The Motor Fuel Tax (MFT) has no Personnel and is used to purchase items for street operations like, electricity for traffic lights and signals, road salt, street maintenance contracts, tree removal services, and engineering services.

The MFT activities are basically coordinated through the Street Department and Engineering. The current budget includes major expenses of \$500,000 for street maintenance and \$400,000 for engineering on projects that include Sheridan Road bridge replacement design and the Petri/El Camino extension projects. The Remainder of the budget is for utility costs and road salt where no major increases are anticipated.

The projected departmental budget (\$1,135,000) for FY 2011 is a 9.56% decrease from the FY 2010 Budget of \$1,255,000.

CDBG Operating (Fund 261-261)

The CDBG operating account includes the Community Development Director at 55% salary and Assistant Community Development at 21% salary. Other administrative expenses for the CDBG program are included within the Operating account (office supplies, training, postage, etc...). The allocation for Pekin United Way, Public Facility improvements and Seal Coating projects are also included within the operating account. There are no vehicles in this department. The projected departmental budget (\$258,879) for FY 2011 is a 2.8% increase from the FY 2010 budget of \$251,646.

CDBG Code Enforcement (Fund 261-262)

The CDBG code enforcement account includes an allocation for the Code Enforcement at 49% of salary. There are no vehicles in this department nor are there any Capital expenditures. The projected departmental budget (\$40,226) for FY 2011 is the same as the FY 2010 budget of \$40,226.

CDBG Rehabilitation (Fund 261-263)

The CDBG rehab account includes the Community Development Director at 5.1% salary and Assistant Community Development at 54% salary. Other rehab administrative expenses for the CDBG program are included within the Operating account (office supplies, training, postage, etc...). There are no vehicles in this department nor are there any Capital expenditures. The projected departmental budget (\$124,146) for FY 2011 is a 7.4% decrease from the FY 2010 budget of \$134,106.

IHDA HOME SFOOR (Fund 261-264)

The CDBG operating account includes the Community Development Director and Assistant Community Development and other administrative expenses for the HOME program are included within the HOME account (office supplies, training, postage, etc...). There are no vehicles in this department nor are there any Capital expenditures. The projected departmental budget (\$184,500) for FY 2011 is an 18.1% decrease from the FY 2010 budget of \$225,254

EDFAP 2 (Fund 261-265)

The CDBG EDFAP 2 account includes an application fee for an anticipated EDFAP 2 loan. There are no vehicles in this department nor are there any Capital expenditures. The projected departmental budget (\$25) for FY 2011 is a 0% increase/decrease from the FY 2010 budget of \$25.

The Total HUD METRO Fund budget (\$631,570) is a 3.93% increase from the FY 2010 budget of \$607,701. The revenue for the HUD Fund is derived solely from the CDBG allocation, Home \$ and Loan Revenue.

TAX INCREMENT FINANCING (Fund 270-270)

TIF Fund administers reports for this fund as well as the Enterprise Zone. No salary or benefits are drawn from the TIF fund. As noted in the TIF FY 2011 budget, TIF Expenses exceed Revenues by \$1,357,785 as a result of proposed Capital Projects; i.e. 200 Block Court Street. Reserves (approximately \$2.2M currently could be utilized for this if approved) TIF Funds are specific to and can only be used within the boundaries of the “downtown” district. Last year the TIF was extended to 2021.

The projected departmental budget (\$1,002,500) for FY 2011 is a \$31.61% decrease from the FY 2010 Budget of \$1,465,955.

CAPITAL (Fund 445-445)

The Capital budget has no Personnel and is used for major capital improvement projects and engineering services.

The Capital activities are basically coordinated through the Public Works Department. The current budget includes major expenses of \$550,000 for engineering design of Veterans Drive from Broadway to Sheridan, construction of the same section, and \$250,000 for right of way acquisition for Veterans Drive to the south.

The projected departmental budget (\$5,230,000) for FY 2011 is a \$597.33% increase from the FY 2010 Budget of \$750,000. The vast majority of that is offset by the \$4.8M Federal (Obama/LaHood) Grant for Veteran’s Drive

AIRPORT (Fund 525-525)

The Pekin Airport has 1 full time person and 1 part time. Airport operations were contracted to Byerly Aviation until December 1, 2009 when they ceased their support. In order to keep the airport operational the City took over the operations and hired personnel to keep it open 7 days a week. The Airport Commission is in the process of trying to locate a new operator for the facility.

The Airport activities are operating the facility that includes fuel sales and hangar rentals. Budget includes revenue from the hangar rentals and estimated fuel sales. Expenses include the annual maintenance items for the runway, taxiway, buildings, and utilities.

There are no major projects scheduled for the airport for the coming year but normally the City's share is 5% of the cost due to the Federal entitlement funding we receive.

The projected departmental budget (\$114,826) for FY 2011 is an \$8.18% decrease from the FY 2010 Budget of \$125,062

ECONOMIC DEVELOPMENT (Fund 570-570)

Economic Development (Fund 570) has 1 full time employee and no part time employees. Total personnel costs including benefits are estimated at \$107,056.98 (because of our "team" effort in ED, 15% of Pamela Anderson's salary is included in this number) There are neither vehicles in this department nor any capital expenditures. FY 2011 budget reflects \$226,771 in projected revenues with \$137,208 in projected cost. As approved by council, up to \$2,000,000 can be utilized from the PEDIF fund (general reserves) for the right investment opportunity, should it arise in the FY 2011 budget.

The projected departmental budget (\$137,268) for FY 2011 is a \$5.53% decrease from the FY 2010 Budget of \$145,521

LIABILITY INSURANCE (Fund 695-093)

Liability is more straight forward. Other than the IML premium, the only payments are deductibles. We have a \$500 on auto accidents.

The projected departmental budget (\$264,928) for FY 2011 is a \$19.91% increase from the FY 2010 Budget of \$220,940

INSURANCE WORKERS COMPENSATION (Fund 695-094)

These areas cover the premiums paid to IL Municipal League Risk Management for work comp and liability. The individual departments are charged a "premium" which is shown in Revenue. The check to IML comes out of expense, which basically makes these departments a pass thru from the departments to IML.

Work Comp also includes 3 open claims left from our self insured days with Gallagher Basset. One of them has ongoing medical expenses that come out of work comp. This is impossible to budget for accurately because we have no way of knowing how much or how little will be needed. This person, as do the other two, has a settlement claim in litigation. Again, we have no way of knowing how much or when we will have to pay out on them. The amounts could potentially be substantial.

The projected departmental budget (\$543,589) for FY 2011 is a 17.65% increase from the FY 2010 Budget of \$462,029

HEALTH INSURANCE (Fund 695-095)

As you know, the city went fully insured with their health plan last October. The anticipated actual savings could be anywhere from \$400,000 to \$600,000, depending on our secondary drug plan charges. The budget reflects medical premiums and prescription drug claims paid for 2011 at around \$2,756,000. Budgeting for additional expenses from Flex Administration, health screenings, and athletic membership programs, the total budget of \$2,856,000 is significantly down from last years' budget of \$3,632,000!

The projected departmental budget (\$2,876,500) for FY 2011 is a 20.80% decrease from the FY 2010 Budget of \$3,632,000.

VEHICLE MAINTENANCE (Fund 699-699)

The Vehicle Maintenance Department consists of 5 Mechanics and 1 Inventory Control Clerk. Total personnel costs (including benefits) for FY2011 are estimated to be \$515,281

The Vehicle Maintenance Department maintains all the vehicles operated for City operations that include school buses, police and fire vehicles, dump trucks, garbage and recycling trucks, and generators. There are no significant changes in the FY 2011 budget.

The projected departmental budget (\$1,273,821) for FY 2011 is a 0.95% increase from the FY 2010 Budget of \$1,261,777.

TRCCC (Fund 900-900)

The Tazewell-Pekin Consolidated Communications Center is made up of 1 Director, 1 Operations Supervisor, 3 shift supervisors and 11 full-time dispatchers. They have 7 part-time dispatchers. They provide all Public Safety communications for the City of Pekin, most of Tazewell County and a number of smaller agencies.

The projected departmental budget (\$1,442,885) for FY 2011 is a 4.41% increase from the FY 2010 Budget of \$1,381,965.

LIBRARY (Fund 924-924)

Library staff will include 7 full-time and 16 part-time employees at the beginning of FY 2011. Total personnel costs including benefits are estimated at \$719,198 for FY 2011, which is only a 0.2% increase from FY 2010 due to retiring employee savings.

Capital expenditures are down 16% from FY 2010. Planned expenses include plaza paver repair, repairs and replacement of certain furnishings and carpet in Adult and Youth Services Departments. Final purchase of our two year library material security system project will also take place. Total of all projects will equal \$92,000, down from the total FY 2010 projects (\$105,900).

The projected departmental budget (\$1,217,056) for FY 2011 is a 3.05% decrease from the FY 2010 budget of \$1,255,397. The FY 2011 budget is currently balanced as is with projected revenues of the same (\$1,217,056).

FIRE PENSION (Fund 944-944)

The Fire Pension Fund will pay \$2,292,000.00 in FY11 and the amount grows annually. The bulk of the revenue comes from the tax levy which is supplemented with Personal Property Replacement Tax and the Fund's investments.

The projected departmental budget (\$2,290,252) for FY 2011 is a 14.82% increase from the FY 2010 Budget of \$1,994,713

PGM/ACT ADMINISTRATION

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000001-5-0000101.00 SALARY: ELECTED OFFICIALS	34,643.04 32,559.73 50,595.50	50,000		50,000		50,000
100-000001-5-0000116.00 SALARY: ALL PERSONNEL	111,197.29 124,108.02 154,387.59	175,194		183,293		183,293
100-000001-5-0000170.00 OASDI/CITY SHARE 6.2%	9,168.80 9,684.76 12,581.09	13,413		14,075		14,075
100-000001-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,151.51 2,319.00 3,027.98	3,265		3,383		3,383
100-000001-5-0000174.01 IMRF	9,916.62 9,819.48 13,607.86	15,767		21,995		21,995
100-000001-5-0000180.00 GROUP INSURANCE	15,149.38 20,359.53 29,529.03	29,834		22,036		22,036
100-000001-5-0000183.00 WORKERS COMP INSURANCE	586.00 1,010.00	586		996		996
510 PERSONNEL	182,812.64 198,850.52 264,739.05	288,059		295,778		295,778
100-000001-5-0000204.00 POSTAGE	71.91 498.57 216.22	300	300	500		500
Postage			**	500		
520 COMMODITIES	71.91 498.57 216.22	300	300	500		500
100-000001-5-0000187.00 MILEAGE	1,771.01 3,255.52 3,362.97	5,000	5,000	1,000		1,000
Mayor			**	1,000		
100-000001-5-0000190.00 TRAINING AND EDUCATION	1,985.33 2,591.34 3,801.79	2,700	2,700	3,700		3,700

PGM/ACT ADMINISTRATION

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
APWA				** 200		
ICMA				** 500		
LEADS				** 1,000		
Mayor's Association				** 500		
IML-Mayor, 1 Councilperson, City Manager				** 1,500		

100-000001-5-0000290.00 EQUIPMENT		200	200	100		100
Equipment	14.99			** 100		

100-000001-5-0000503.00 TELEPHONE	3,590.61 300.14 3,335.90	1,000	1,000	500		500
Telephone-City Manager				** 500		

100-000001-5-0000510.00 PRINTING AND PUBLICATIONS	180.00 350.00 925.75	500	500	500		500
Printing & Publications-Council City Manager Business Cards				** 500		

100-000001-5-0000516.00 DUES AND SUBSCRIPTIONS	2,428.55 2,863.45 2,841.15	3,100	3,100	2,500		2,500
IML				** 1,800		
Kiwanis				** 400		
Mayors Association				** 200		
APWA				** 100		

100-000001-5-0000542.00 MEALS, LODGING	361.56 114.83 196.50	2,250	2,250	2,250		2,250
DC Fly-In				** 1,750		
City hosted Webinars, classes, etc.				** 500		

100-000001-5-0000605.00 CONSULTING FEES		1,000	1,000	1,000		1,000
Feasibility Studies				** 1,000		

100-000001-5-0000981.00 PUBLIC RELATIONS	13,092.34 13,583.58 12,099.16	10,500	10,500	12,000		12,000
Brochures, ads, etc.				** 1,000		
City Update/Open Houses				** 1,000		
Spruce Up Pekin				** 10,000		

530 CONTRACTUAL	23,409.40	26,250	26,250	23,550		23,550
	23,058.86 26,578.21					

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 3

PGM/ACT ADMINISTRATION

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000001-5-0000871.00 OFFICE EQUIPMENT AND FURN		1,000	1,000	1,000		1,000
Partitions, Desks, etc.	10,568.29-			** 1,000		

550 CAPITAL OUTLAY		1,000	1,000	1,000		1,000
	10,568.29-					

ADMINISTRATION

REVENUE

EXPENSE	206,293.95					
	222,407.95	315,609	27,550	320,828		320,828
	280,965.19					

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 4

PGM/ACT ADMINISTRATION

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT LEGAL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000003-5-0000190.00 TRAINING AND EDUCATION		500	500	1,000		1,000
IML				** 500		
Continuing Education				** 500		
100-000003-5-0000510.00 PRINTING AND PUBLICATIONS	3,228.00 1,889.16 1,479.34	1,500	1,500	1,500		1,500
Transcripts				** 1,000		
Ordinances (Recording)				** 500		
100-000003-5-0000516.00 DUES AND SUBSCRIPTIONS	325.50	2,000	2,000	2,000		2,000
Municipal Lawbooks				** 1,000		
McQuillan Lawbooks				** 1,000		
100-000003-5-0000606.00 CORPORATE COUNSEL FEES	61,359.90 70,133.25 204,425.86	209,000	209,000	205,000		205,000
Retainer @ \$9,000/month				** 108,000		
Traffic & Misdemeanor @ \$5,500/month				** 66,000		
Developer Agreements, Bond Ordinances, Litigation				** 31,000		
100-000003-5-0000610.00 LEGAL FEES		86,000	86,000	85,000		85,000
Outside Attorneys - Personnel, etc	205,895.14			** 85,000		
100-000003-5-0000930.00 SUITS AND DAMAGES		25,000	25,000	25,000		25,000
Lawsuits				** 25,000		
64,587.90						
530 CONTRACTUAL	72,347.91 411,800.34	324,000	324,000	319,500		319,500

LEGAL

REVENUE

EXPENSE

64,587.90
72,347.91
411,800.34

324,000

324,000

319,500

319,500

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 6

PGM/ACT LEGAL

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 7

PGM/ACT CITY CLERK

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000004-4-0000516.00 DOG RECLAMATION FEES	3,200.00- 5,200.00- 6,200.00	7,000		7,000		7,000
			**	7,000		

3,200.00- 420 FEES/CHARGES FOR SERVICES	5,200.00- 6,200.00	7,000		7,000		7,000

100-000004-4-0000201.00 LIQUOR LICENSES	18,978.00- 18,450.00- 53,291.67	44,325		44,325		44,325
CLASS A FULL RANGE OF ALCOHOL			**	30,000		
CLASS A CLUBS			**	3,000		
CLASS A BEER & WINE ONLY			**	800		
CLASS B PACKAGE LIQUOR			**	9,600		
CLASS C SPECIAL 1 DAY & PIER/DOWNTOWN			**	925		

100-000004-4-0000202.00 CIGARETTE LICENSES	450.00- 600.00- 2,500.00	2,500		2,500		2,500
			**	2,500		

100-000004-4-0000204.00 JUKE BOX LICENSES	200.00- 200.00- 675.00	700		700		700
			**	700		

100-000004-4-0000206.00 AUCTIONEER LICENSES	20.00- 20.00- 50.00	150		150		150
			**	150		

100-000004-4-0000211.00 PEDDLER LICENSES	150.00- 350.00- 350.00	300		300		300
			**	300		

100-000004-4-0000213.00 TRANSIENT MERCHANT LICENS	400.00- 125.00- 300.00	100		100		100
			**	100		

100-000004-4-0000214.00 MECHANICAL AMUSEMENT MACH	2,800.00- 1,475.00- 8,160.00	8,000		8,000		8,000
			**	8,000		

100-000004-4-0000216.00 SECONDHAND DEALER/PAWNBRO	400.00- 200.00- 200.00	250		250		250

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 8

PGM/ACT CITY CLERK

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
				**	250		
100-000004-4-0000217.00 RAFFLE LICENSE	310.00- 120.00- 580.00		700		700		700
				**	700		
100-000004-4-0000218.00 BILLIARDS BOWLING/POOL LI	325.00- 1,100.00- 2,975.00		3,000		3,000		3,000
				**	3,000		
100-000004-4-0000222.00 TAXICAB LICENSE	100.00- 250.00- 175.00		1,750		250		250
				**	250		
100-000004-4-0000229.00 MISCELLANEOUS LICENSES	1,150.00- 510.00- 725.00		750		200		200
100-000004-4-0000262.00 LOUDSPEAKER PERMITS	15.00- 19.00- 12.00		20		20		20
				**	20		
100-000004-4-0000263.00 SPECIAL EVENTS PERMITS	400.00- 475.00- 400.00		500		500		500
				**	500		
440 LICENSES AND PERMITS	25,698.00- 23,894.00- 70,393.67		63,045		60,995		60,995

100-000004-4-0000998.00 MISCELLANEOUS RECEIPTS	10.80- 150.00				200		200
				**	200		
470 OTHER REVENUE	10.80- 150.00				200		200

100-000004-5-0000116.00 SALARY: ALL PERSONNEL	44,853.01 49,460.32 65,796.53		71,158		72,936		72,936

PGM/ACT CITY CLERK

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000004-5-0000170.00 OASDI/CITY SHARE 6.2%	2,861.91 3,171.74 4,214.97	4,412		4,522		4,522
100-000004-5-0000170.01 MEDICARE/CITY SHARE 1.45%	669.32 741.78 985.76	1,032		1,058		1,058
100-000004-5-0000174.01 IMRF	3,936.90 4,193.51 5,812.79	6,404		8,752		8,752
100-000004-5-0000180.00 GROUP INSURANCE	9,664.79 13,760.28 18,345.03	20,171		12,451		12,451
100-000004-5-0000183.00 WORKERS COMP INSURANCE	185.00 380.00	185		373		373
510 PERSONNEL	62,170.93 71,327.63 95,535.08	103,362		100,092		100,092
100-000004-5-0000201.00 OFFICE SUPPLIES	385.96 265.66 260.74	250		300		300
FILE FOLDERS, BLUE ORDINANCE COVERS, LABELS			**	300		
100-000004-5-0000204.00 POSTAGE	111.38 143.56 188.21	200		200		200
POSTAGE, GENERAL AUDITS, FEDX			**			
520 COMMODITIES	497.34 409.22 448.95	450		500		500
100-000004-5-0000181.00 LIABILITY INSURANCE PACKA				5,123		5,123
IML PREMIUM			**	5,123		
100-000004-5-0000187.00 MILEAGE	24.30 25.74 49.62	50	50	100		100
mileage to record in Peoria County			**	100		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 10

PGM/ACT CITY CLERK

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000004-5-0000190.00 TRAINING AND EDUCATION	1,005.33 1,995.76 2,038.13	2,395	2,395	5,000		5,000
training and education			**	2,500		
IML /MCI Clerk Quarterly Conferences			**	600		
Municipal Clerks of Illinois Seminars			**	800		
Central Illinois Municipal Clerks Training			**	250		
Academy Municipal Clerks			**	850		
100-000004-5-0000510.00 PRINTING AND PUBLICATIONS	2,461.59 2,426.28 5,533.61	6,080	6,080	12,000		12,000
publication of legal notices			**	6,000		
leaf notice			**	650		
Treasurer Report			**	600		
budget / levy notice			**	200		
public hearings annexation, sales, bids			**	4,250		
Code books			**	300		
100-000004-5-0000516.00 DUES AND SUBSCRIPTIONS	355.00 390.00 505.00	465	465	500		500
Kiwanis Institute Municipal Clerks Central Illinois Clerks			**	500		
100-000004-5-0000542.00 MEALS, LODGING				25		25
Chamber Annual Meeting			**	25		
530 CONTRACTUAL	3,846.22 4,837.78 8,126.36	8,990	8,990	22,748		22,748

CITY CLERK	28,908.80- 29,094.00- 76,743.67	70,045		68,195		68,195
REVENUE						
EXPENSE	66,514.49 76,574.63 104,110.39	112,802	8,990	123,340		123,340

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 11

PGM/ACT CITY CLERK

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 12

PGM/ACT PERSONNEL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000005-5-0000116.00 SALARY: ALL PERSONNEL	58,149.41 61,698.99 84,592.76	92,052		94,884		94,884
100-000005-5-0000170.00 OASDI/CITY SHARE 6.2%	3,742.43 4,002.07 5,378.61	5,759		5,883		5,883
100-000005-5-0000170.01 MEDICARE/CITY SHARE 1.45%	874.93 935.67 1,257.62	1,347		1,376		1,376
100-000005-5-0000174.01 IMRF	5,263.76 5,487.44 7,626.64	1,782		11,386		11,386
100-000005-5-0000180.00 GROUP INSURANCE	6,162.11 6,599.25 8,799.00	9,663		12,451		12,451
100-000005-5-0000183.00 WORKERS COMP INSURANCE	241.00 395.00	241		187		187
510 PERSONNEL	74,433.64					
	78,723.42 108,049.63	110,844		126,167		126,167
100-000005-5-0000201.00 OFFICE SUPPLIES	2,012.24 1,692.45 4,237.28	1,720	1,720	500		500
LEGAL PADS, FOLDERS, CALENDARS			**	500		
100-000005-5-0000204.00 POSTAGE	403.11 466.44 487.60	1,200	1,200	600		600
520 COMMODITIES	2,415.35					
	2,158.89 4,724.88	2,920	2,920	1,100		1,100
100-000005-5-0000181.00 LIABILITY INSURANCE PACKA				2,561		2,561
IML PREMIUM			**	2,561		
100-000005-5-0000190.00 TRAINING AND EDUCATION	199.00 1,310.03 997.61	1,400				

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 13

PGM/ACT PERSONNEL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000005-5-0000380.00 MAINTENANCE AGREEMENTS	8,675.00 49.00 1,731.33	60		60		60
ADDING MACHINE MAINT			**	60		
100-000005-5-0000510.00 PRINTING AND PUBLICATIONS	2,176.68 3,727.88	6,260		3,500		3,500
EMPLOYMENT ADDS,MANDATORY POSTERS,HANDOUTS			**	3,500		
100-000005-5-0000516.00 DUES AND SUBSCRIPTIONS	778.00 649.96 3,363.00	3,075		3,000		3,000
EA DUES,SHRM,TOTAL TESTING			**	3,000		
100-000005-5-0000690.00 OTHER CONTRACTUAL SERVICE	60.00 230.78 75.00	100		100		100
DOCUMENT DISPOSAL			**	100		
100-000005-5-0000979.00 EMPLOYEE RECOGNITION	4,010.57 3,163.70	4,800		4,800		4,800
EMPLOYEE DIRECTORY UPDATES & PRINTING			**	1,500		
RETIREMENT LUNCHEONS			**	1,200		
RETIREMENT WATCHES			**	2,100		
13,722.57						
530 CONTRACTUAL	4,416.45 13,058.52	15,695		14,021		14,021

PERSONNEL

REVENUE

EXPENSE

90,571.56
 85,298.76
 125,833.03

129,459

2,920

141,288

141,288

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 14

PGM/ACT PERSONNEL

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT FINANCE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000006-4-0000890.00 TRANSFER FROM TPCC	3,251.35- 1,625.00	7,500	7,500	7,500		7,500
transfer from tpcc			**	7,500		

490 TRANSFERS FROM OTHER FUNDS	3,251.35- 1,625.00	7,500	7,500	7,500		7,500

100-000006-5-0000116.00 SALARY: ALL PERSONNEL	139,838.97 83,471.58 130,464.99	169,367		107,039		107,039

100-000006-5-0000170.00 OASDI/CITY SHARE 6.2%	8,924.42 5,407.42 8,368.96	10,650		12,997		12,997

100-000006-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,086.87 1,264.34 1,956.92	2,491		3,040		3,040

100-000006-5-0000174.01 IMRF	11,968.60 6,838.46 9,551.78	10,666		23,301		23,301

100-000006-5-0000180.00 GROUP INSURANCE	24,966.33 34,119.81 40,904.31	50,005		46,937		46,937

100-000006-5-0000183.00 WORKERS COMP INSURANCE	376.00 762.50	376		187		187

510 PERSONNEL	188,161.19					
	131,101.61 192,009.46	243,555		193,501		193,501

100-000006-5-0000201.00 OFFICE SUPPLIES	4,041.89 3,005.33 4,566.34	3,790	3,790	1,760		1,760
toner cartridges, imaging drum/finprint			**	400		
toner cartridge/prt02			**	600		
green paper/ap processing			**	700		
adding machine tape			**	60		

100-000006-5-0000204.00 POSTAGE	1,611.20 1,628.56 2,605.30	3,000	3,000	2,800		2,800

PGM/ACT FINANCE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
postage unless we go to e pay				** 2,800		
520 COMMODITIES	5,653.09 4,633.89 7,171.64	6,790	6,790	4,560		4,560

100-000006-5-0000181.00 LIABILITY INSURANCE PACKA				2,561		2,561
IML PREMIUM				** 2,561		
100-000006-5-0000190.00 TRAINING AND EDUCATION	2,511.35 16,051.75 250.00	2,000	2,000	2,500		2,500
Wyman school reimbursement				** 2,500		
100-000006-5-0000380.00 MAINTENANCE AGREEMENTS	11,750.00 296.00 1,974.33	162	162	400		400
typewriter maintenance				** 130		
adding machine maintenance				** 270		
100-000006-5-0000510.00 PRINTING AND PUBLICATIONS	473.86 1,893.81 1,716.29	2,820	2,820	6,420		6,420
envelopes unless we e pay				** 1,000		
laser checks ap (springbrook prints on paper)				** 2,000		
laser checks payroll				** 1,500		
time sheets				** 1,200		
w2 forms & envelopes				** 550		
1099 forms				** 170		
100-000006-5-0000516.00 DUES AND SUBSCRIPTIONS	260.56 490.00 240.00	300	300	600		600
gfoa renewal				** 250		
payroll update subscription				** 350		
100-000006-5-0000690.00 OTHER CONTRACTUAL SERVICE	30.78			180		180
confidential material disposal				** 180		
530 CONTRACTUAL	14,995.77 18,762.34 4,180.62	5,282	5,282	12,661		12,661

FINANCE	REVENUE	3,251.35-	7,500	7,500	7,500	7,500
		1,625.00				
		208,810.05				

EXPENSE	154,497.84	255,627	12,072	210,722	210,722
	203,361.72				

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 17

PGM/ACT FINANCE

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT PUBLIC WORKS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000007-4-0000998.00 MISCELLANEOUS RECEIPTS	341.00-	500	500	500		500
sale of GIS Information	725.00			** 500		

341.00-						
470 OTHER REVENUE		500	500	500		500
	725.00					

100-000007-5-0000116.00 SALARY: ALL PERSONNEL	110,884.07 120,549.02 142,973.95	174,959		180,400		180,400

100-000007-5-0000170.00 OASDI/CITY SHARE 6.2%	7,048.36 7,719.13 9,128.63	10,847		11,185		11,185

100-000007-5-0000170.01 MEDICARE/CITY SHARE 1.45%	1,648.40 1,805.23 2,134.85	2,537		2,616		2,616

100-000007-5-0000174.01 IMRF	9,735.60 10,337.19 12,629.57	15,746		21,648		21,648

100-000007-5-0000180.00 GROUP INSURANCE	24,811.49 34,113.78 33,805.03	49,997		34,486		34,486

100-000007-5-0000183.00 WORKERS COMP INSURANCE	5,028.00 3,284.00	5,028		6,424		6,424

159,155.92						
510 PERSONNEL		174,524.35 203,956.03	259,114	256,759		256,759

100-000007-5-0000201.00 OFFICE SUPPLIES	727.48 517.42 606.32	1,100	1,100	1,100		1,100
pens,pencils,tablets, paper clips, markers			**	100		
paper for plotter & dept share of copier paper & toner			**	1,000		

100-000007-5-0000204.00 POSTAGE	101.72 270.15 89.71	250	250	200		200
mail letters, plans, specs, etc			**	200		

PGM/ACT PUBLIC WORKS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000007-5-0000224.00 GENERAL SUPPLIES	61.09 63.00 41.46	150	150	150		150
tape measure, rulers, cylinder molds				** 150		
890.29						
520 COMMODITIES	850.57 737.49	1,500	1,500	1,450		1,450

100-000007-5-0000181.00 LIABILITY INSURANCE PACKA	1,000.00	1,000		3,087		3,087
IML PREMIUM				** 3,087		
100-000007-5-0000190.00 TRAINING AND EDUCATION	175.63 1,521.23 1,490.73	1,900	1,900	2,250		2,250
APWA Conference			** 300			
GIS Training			** 500			
APWA Meetings			** 100			
IDOT Training, THE Conference			** 150			
GUERRA IPSI TRNG			** 1,200			
100-000007-5-0000290.00 EQUIPMENT	129.98 257.44 196.69	400	400	400		400
safety vests, camera				** 400		
100-000007-5-0000340.00 AUTOMOTIVE EXPENSE	487.41 294.54 660.98	1,500	1,500	1,000		1,000
maintenance of 3 vehicles				** 1,000		
100-000007-5-0000380.00 MAINTENANCE AGREEMENTS	650.00			700		700
gps equip maint agreement				** 700		
100-000007-5-0000503.00 TELEPHONE	484.87 335.60 531.80	900	900	600		600
phone charges				** 600		
100-000007-5-0000510.00 PRINTING AND PUBLICATIONS	65.20 435.90 286.40	300	300	300		300
cost books, biz cards,				** 300		
100-000007-5-0000516.00 DUES AND SUBSCRIPTIONS	514.45 513.23 542.00	750	750	750		750

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 20

PGM/ACT PUBLIC WORKS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Dues for APWA, Rotary, ASFPM, ILGIS				** 750		
100-000007-5-0000542.00 MEALS, LODGING	54.24	150	150	150		150
Chamber Mtg, Annual Update				** 150		
100-000007-5-0000561.00 GASOLINE/DIESEL FUEL	862.40 1,335.13 1,653.67	1,500	1,500	1,625		1,625
500 gal @ 3.25				** 1,625		
100-000007-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	105.25	300	300	300		300
employment physicals				** 300		
100-000007-5-0000612.00 ENGINEERING FEES		2,000	2,000	2,000		2,000
outside engineering assistance	1,634.00			** 2,000		
4,369.94						
530 CONTRACTUAL	4,852.56 6,996.27	10,700	9,700	13,162		13,162

100-000007-5-0000870.00 MACHINERY AND EQUIPMENT	5,137.50 19,190.00	3,000	3,000	3,000		3,000
GIS/GPS equipment				** 3,000		
550 CAPITAL OUTLAY	5,137.50 19,190.00	3,000	3,000	3,000		3,000

PUBLIC WORKS	341.00-					
REVENUE		500	500	500		500
	725.00					
EXPENSE	164,416.15 185,364.98 230,879.79	274,314	14,200	274,371		274,371

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 21

PGM/ACT PUBLIC WORKS

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 22

PGM/ACT I.T. DEPARTMENT

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000009-5-0000116.00 SALARY: ALL PERSONNEL	63,584.03 68,856.60 90,109.00		99,149		105,298		105,298
100-000009-5-0000170.00 OASDI/CITY SHARE 6.2%	4,009.63 4,394.59 5,780.49		6,147		6,528		6,528
100-000009-5-0000170.01 MEDICARE/CITY SHARE 1.45%	937.73 1,027.77 1,351.89		1,438		1,527		1,527
100-000009-5-0000174.01 IMRF	5,665.44 5,919.65 8,171.76		8,923		12,636		12,636
100-000009-5-0000180.00 GROUP INSURANCE	19,329.58 27,520.56 36,690.06		40,342		24,902		24,902
100-000009-5-0000183.00 WORKERS COMP INSURANCE	258.00 497.50		258		255		255
510 PERSONNEL	93,784.41	107,719.17 142,600.70	156,257		151,146		151,146
100-000009-5-0000201.00 OFFICE SUPPLIES	23.85 112.88 592.87	1,000	1,000		1,000		1,000
Office Supplies (pens, notepads, CDs, DVDs, jewel cases, etc .)			** **		1,000		
100-000009-5-0000204.00 POSTAGE	44.91	100	100		100		100
Postage				**	100		
520 COMMODITIES	23.85	157.79 592.87	1,100	1,100	1,100		1,100
100-000009-5-0000181.00 LIABILITY INSURANCE PACKA					3,415		3,415
IML PREMIUM			**		3,415		

PGM/ACT I.T. DEPARTMENT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000009-5-0000187.00 MILEAGE	224.64 379.00 383.35	1,000	1,000	750		750
Mileage			**	750		
100-000009-5-0000190.00 TRAINING AND EDUCATION	2,780.24	5,000	5,000	6,000		6,000
Training and Education	2,024.55		**	6,000		
100-000009-5-0000290.00 EQUIPMENT	99.99	100	100	100		100
Office Equipment (staplers, tape dispensers, etc.)			**	100		
100-000009-5-0000344.00 EQUIPMENT REPAIRS	980.44 455.00	2,000	2,000	5,000		5,000
Equipment Repair			**	5,000		
100-000009-5-0000380.00 MAINTENANCE AGREEMENTS	15,110.82 13,681.00 15,531.35	48,600	48,600	77,000		77,000
Maintenance Agreements (mostly software maintenance)			**	49,000		
Finance software maint			**	28,000		
100-000009-5-0000503.00 TELEPHONE	604.53 109.50 462.03	800	800	800		800
Phone (Tom's and Dave's cell phones)			**	800		
100-000009-5-0000510.00 PRINTING AND PUBLICATIONS		300	300	300		300
Printing and Publications			**	300		
100-000009-5-0000516.00 DUES AND SUBSCRIPTIONS				100		100
Dues and Magazine Subscriptions			**	100		
100-000009-5-0000542.00 MEALS, LODGING						
Meals and Lodging			**			
100-000009-5-0000690.00 OTHER CONTRACTUAL SERVICE	2,040.00 2,520.00 3,183.00	21,000	21,000	6,000		6,000
Other Contractual Services (3rd-party services)			**	6,000		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 24

PGM/ACT I.T. DEPARTMENT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000009-5-0000998.01 COMPUTER SOFTWARE	33,914.99 48,912.05 8,947.00	9,000	9,000	65,815		65,815
Computer Software (operating systems and applications			**	25,000		
Finance software			**	40,815		
100-000009-5-0000998.02 COMPUTER HARDWARE	5,356.75 62,383.37 19,863.99	24,500	24,500	64,000		64,000
computers, monitors, drives, etc			**	64,000		
60,131.96						
530 CONTRACTUAL	128,965.36 50,850.27	112,300	112,300	229,280		229,280

I.T. DEPARTMENT

REVENUE

EXPENSE	153,940.22 236,842.32 194,043.84	269,657	113,400	381,526		381,526
---------	--	---------	---------	---------	--	---------

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 25

PGM/ACT I.T. DEPARTMENT

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 26

PGM/ACT CITY TREASURER

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000010-5-0000116.00 SALARY: ALL PERSONNEL	29,924.99 30,780.32 42,058.38	37,132		38,059		38,059

100-000010-5-0000170.00 OASDI/CITY SHARE 6.2%	1,855.35 1,908.38 2,607.61	2,302		2,360		2,360

100-000010-5-0000170.01 MEDICARE/CITY SHARE 1.45%	433.92 446.32 609.84	538		552		552

100-000010-5-0000183.00 WORKERS COMP INSURANCE	97.00 212.50	97		124		124

510 PERSONNEL	32,311.26 33,135.02 45,488.33	40,069		41,095		41,095

CITY TREASURER

REVENUE

EXPENSE

32,311.26				
33,135.02	40,069		41,095	41,095
45,488.33				

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 27

PGM/ACT CITY TREASURER

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT STREETS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000032-4-0000120.01 REPLACEMENT P/P TAX - TWS	16,644.33- 21,465.91- 27,516.08	30,000		30,000		30,000
PPRT			**	30,000		
100-000032-4-0000140.01 LOCAL USE GAS TAX	219,476.06- 228,076.56- 291,397.35	290,000		300,000		300,000
LOCAL USE GAS TAX			**	300,000		
236,120.39-						
400 TAXES	249,542.47- 318,913.43	320,000		330,000		330,000

100-000032-4-0000350.00 IDOT - STATE ROUTES MAINT	58,076.42- 11,870.53- 64,347.09	70,153	70,153	78,798		78,798
IDOT STATE ROUTES MAINT			**	78,798		
58,076.42-						
410 INTERGOVERNMENTAL	11,870.53- 64,347.09	70,153	70,153	78,798		78,798

100-000032-4-0000518.00 50 / 50 SIDEWALK PROJECT	4,749.04- 3,602.49- 1,630.77	5,000	5,000	10,000		10,000
50/50 sidewalk			**	10,000		
4,749.04-						
420 FEES/CHARGES FOR SERVICES	3,602.49- 1,630.77	5,000	5,000	10,000		10,000

100-000032-4-0000252.00 STREET OPENING PERMITS	14,505.00- 15,015.00- 18,641.00	16,000	16,000	20,000		20,000
STREET OPENING PERMITS			**	20,000		
14,505.00-						
440 LICENSES AND PERMITS	15,015.00- 18,641.00	16,000	16,000	20,000		20,000

100-000032-5-0000116.00 SALARY: ALL PERSONNEL	299,929.93 304,070.70 389,971.62	474,881		515,928		515,928

100-000032-5-0000150.00 OVERTIME	11,741.99 36,165.09 60,844.55	83,087		47,945		47,945

PGM/ACT STREETS

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000032-5-0000170.00 OASDI/CITY SHARE 6.2%	19,676.16 21,630.58 28,661.93		34,594		34,960		34,960
100-000032-5-0000170.01 MEDICARE/CITY SHARE 1.45%	4,601.70 5,058.75 6,703.23		8,091		8,176		8,176
100-000032-5-0000174.01 IMRF	34,334.24 30,086.01 37,988.62		45,551		58,347		58,347
100-000032-5-0000180.00 GROUP INSURANCE	112,930.55 153,859.14 194,873.55		221,036		102,748		102,748
100-000032-5-0000183.00 WORKERS COMP INSURANCE	40,883.00 35,376.50		1,114		44,096		44,096
510 PERSONNEL	524,097.57						
	550,870.27 754,420.00		868,354		812,200		812,200

100-000032-5-0000201.00 OFFICE SUPPLIES	676.15 701.70 912.94		400	400	500		500
Office Supplies(Cpens,toner,cartridges,calculator tape)				**	500		
100-000032-5-0000204.00 POSTAGE	120.73 48.03 88.42		150	150	150		150
Postage(mail out Sidewalk/Curb apps and payment request)				**	150		
100-000032-5-0000224.00 GENERAL SUPPLIES	14,923.76 11,384.09 10,147.61		16,000	16,000	16,000		16,000
General Supplies(Mortar mix, Kerosene, Caulk, hand cleaner)				**	16,000		
100-000032-5-0000230.00 TRAFFIC / STREET SIGNS AN	3,795.91 9,150.87 12,257.77		25,000	25,000	25,000		25,000
Traffic/Street signs(all Sign material)				**	25,000		
520 COMMODITIES	19,516.55						
	21,284.69 23,406.74		41,550	41,550	41,650		41,650

PGM/ACT STREETS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000032-5-0000181.00 LIABILITY INSURANCE PACKA	15,597.00 16,000.00	15,881	15,881	18,865		18,865
IML PREM			**	18,865		

100-000032-5-0000190.00 TRAINING AND EDUCATION	722.66 2,503.44	1,900	1,900	1,900		1,900
Training and Education(Snow Conference)			**	1,500		
Training and Education(APWA training/Safety and Flagging training)			**	200		
Training and Education(IDOT trainingvarious job related programs)			**	200		

100-000032-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	10,066.44 14,458.13 6,222.58	4,300	4,300	15,000		15,000
Lease/Rental of equipment(Backhoe rental/purchase)			**	12,000		
Misc. support equipment			**	3,000		

100-000032-5-0000290.00 EQUIPMENT	1,538.64 7,448.60 2,889.50	10,000	10,000	10,000		10,000
Equipment(Rotary Hammer w/bits)			**	1,000		
Equipment(drill bits,tools,boots,raincoats,shovels)			**	3,650		
Equipment(Chipping Hammer)			**	300		
Equipment(Welder)			**	4,000		
Equipment(30 ton Press)			**	600		
Equipment(Heavy Duty Jig Saw)			**	150		
Equipment(81/4 Power Saw)			**	300		

100-000032-5-0000340.00 AUTOMOTIVE EXPENSE	72,369.96 89,306.85 129,377.92	105,600	105,600	110,600		110,600
Automotive expense(Loaders, Rollers, Alley Graders)			**	35,000		
License and Inspection fees(for all Street vehicles)			**	600		
Automotive expense(Vehicle repair Dump trucks and pickups)			**	75,000		

100-000032-5-0000344.00 EQUIPMENT REPAIRS	54,157.21 34,044.19 32,411.37	48,000	48,000	54,000		54,000
Equipment repairsStreet Light repairs (Schwartz Electric)			**	50,000		
Equipment repairsHoses, Shovel Handles, Paint machine, Dura patcher			**	4,000		

100-000032-5-0000349.00 SIDEWALK RENOVATION / INS	32,001.57 38,948.82 16,178.00	50,000	50,000	50,000		50,000
Sidewalk Renovation(Sidewalk & Curb replacement 50/50 program)			**	50,000		
			**			

PGM/ACT STREETS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000032-5-0000350.00 MATERIAL AND HAULING	161.90	500	500	500		500
Material and Hauling(Sand, White Rock, Gravel)	255.83		**	500		
100-000032-5-0000360.00 TREE REMOVAL / REPLACEMEN						
100-000032-5-0000363.00 SNOW REMOVAL - SALT AND C	160.00	10,000	10,000	15,000		15,000
Snow Removal contracted work	9,968.75		**	15,000		
100-000032-5-0000380.00 MAINTENANCE AGREEMENTS	1,092.05	200	200	1,200		1,200
Maintenance Agreements(Copier Maintenance, fire ext)	1,171.76 179.08		**	1,200		
100-000032-5-0000501.00 UTILITIES	9,006.03	33,000	33,000	30,000		30,000
Utilities(Cilco and Water)	10,315.18 20,685.06		**	30,000		
100-000032-5-0000503.00 TELEPHONE	1,362.70	3,500	3,500	3,000		3,000
Telephone(Cell phones, land line, fax)	2,324.29 3,437.03		**	3,000		
100-000032-5-0000505.00 ELECTRICITY FOR STREET LI	3,648.67	5,000	5,000	5,000		5,000
ELECTRICITY FOR STREET LI	4,290.34 4,895.42		**	5,000		
100-000032-5-0000506.00 ELECTRICITY FOR SIGNAL LI	106.89	500	500	750		750
ELECTRICITY FOR SIGNAL LI	130.55 150.40		**	750		
100-000032-5-0000510.00 PRINTING AND PUBLICATIONS	188.50	800	800	650		650
Printing and Publications(Polk Directory)	290.00		**	350		
Printing and Publications(Work Order Books)	765.88		**	300		
100-000032-5-0000516.00 DUES AND SUBSCRIPTIONS	2,703.00	2,885	2,885	3,785		3,785
(Tree City)	2,630.18 2,975.83		**	15		

PGM/ACT STREETS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Journal Star)				** 200		
(Road and Bridge)				** 50		
APWA)				** 220		
Dues and Subscriptions(DTN)				** 3,300		

100-000032-5-0000542.00 MEALS,LODGING		50	50			

100-000032-5-0000543.00 UNIFORMS AND TOOLS	1,661.23 912.54 2,307.25	2,850	2,850	4,100		4,100
Uniforms and Tools(Boot Allowances)				** 2,000		
Uniforms and Tools(men's tshirts)				** 1,500		
Uniforms and Tools(men's safety glasses)				** 600		

100-000032-5-0000550.00 RADIO EXPENSE	520.00 572.25 2,215.75	2,000	2,000	1,500		1,500
Radio expense(new radios)				** 1,000		
Radio expense(repair of old radio's)				** 500		

100-000032-5-0000561.00 GASOLINE/DIESEL FUEL	22,082.69 52,032.37 104,601.02	81,000	81,000	87,750		87,750
Gasoline/Diesel fuel(Unleaded fuel \$3.25 X 12,000 gallons)				** 39,000		
Gasoline/Diesel fuel(Diesel fuel @ \$3.25 X 15,000 gallons)				** 48,750		

100-000032-5-0000572.00 LICENSE AND INSPECTION FE	50.00 250.00 359.00			600		600
LICENSE AND INSPECTION FE				** 600		

100-000032-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	446.65 350.30 1,430.16	1,600	1,600	1,200		1,200
Medical expense/supplies(random drug/alcohol tests)				** 900		
Medical expense/supplies(fill medicine cabinet)				** 300		

100-000032-5-0000690.00 OTHER CONTRACTUAL SERVICE	59,162.09 200.00 2,117.00					

100-000032-5-0000690.01 STREET MAINTENANCE	224,284.80 173,434.09 65,748.60	300,000		50,000		50,000
ANNUAL STREET MAINT SHARED WITH HUD & MFT				** 50,000		

512,208.02						
530 CONTRACTUAL	433,993.10 427,674.87	679,566	379,566	465,400		465,400

PGM/ACT STREETS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000032-5-0000805.00 STREET CONSTRUCTION				50,000		50,000
Street repair winter damage				** 50,000		

100-000032-5-0000870.00 MACHINERY AND EQUIPMENT	553.85- 160,000.00-	28,000	28,000	40,000		40,000
HOT BOX (HEATS BLACKTOP TO FILL HOLES)				** 28,000		
Painter				** 8,000		
Tamper				** 4,000		

100-000032-5-0000875.00 VEHICLES				130,000		130,000
57,195.90						
STEEL ROLLER 110000 CONTIGENCY/TRADEOFF WITH CONTRACTU				**		
TANDEM TRUCK				** 130,000		

550 CAPITAL OUTLAY	553.85- 102,804.10-	28,000	28,000	220,000		220,000

STREETS	REVENUE	313,450.85- 280,030.49- 403,532.29	411,153	91,153	438,798	438,798
	EXPENSE	1,055,822.14 1,005,594.21 1,102,697.51	1,617,470	449,116	1,539,250	1,539,250

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 34

PGM/ACT STREETS

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT FIRE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000034-4-0000510.00 COPY MONEY/ACCIDENTS ETC	170.00- 210.00- 185.00			200		200
copy money			**	200		
100-000034-4-0000540.02 FIRE PROTECTION - BRUSH H	117,588.19- 115,822.63	118,000	118,000	112,750		112,750
brush hill			**	112,750		
100-000034-4-0000540.03 FIRE PROTECTION - POWERTO	133,733.10- 195,706.98- 255,492.81	268,000	268,000	260,000		260,000
powerton			**	260,000		
100-000034-4-0000541.00 HAZARDOUS WASTE CLEANUP	2,088.40- 2,727.58- 6,610.39	2,000	2,000	750		750
hazardous waste			**	750		
100-000034-4-0000542.00 NON RESIDENT RESCUE FEES	2,525.00- 1,775.00- 4,975.00	1,500	1,500	2,500		2,500
			**	2,500		
100-000034-4-0000543.00 HYDRANT FLUSHING	240.00- 120.00	2,700	2,700	90		90
			**	90		
100-000034-4-0000544.00 OVERTIME REIMBURSEMENTS	502.25- 12,995.25			3,500		3,500
			**	3,500		
100-000034-4-0000546.00 CPR TRAINING FEES	1,345.00- 540.00- 690.00			300		300
			**	300		
140,101.50- 420 FEES/CHARGES FOR SERVICES	319,050.00- 396,891.08	392,200	392,200	380,090		380,090
*****	175.00-					
100-000034-4-0000641.00 FALSE ALARM FEE				1,000		1,000
			**	500		
			**	500		

PGM/ACT FIRE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000034-4-0000941.00 RESTITUTION				200		200
			**	200		
430 FINES AND FORFEITS 175.00-				1,200		1,200

100-000034-4-0000936.00 TRAINING REIMBURSEMENTS	72,516.12- 41,157.10- 26,220.69			1,500		1,500
			**	1,500		
100-000034-4-0000994.00 PROCEEDS OF AUCTION				100		100
			**	100		
100-000034-4-0000994.04 SALE OF EQUIPMENT	125.00- 51,282.24- 55,024.00			2,000		2,000
			**	2,000		
470 OTHER REVENUE 72,641.12-				3,600		3,600

100-000034-5-0000116.00 SALARY: ALL PERSONNEL	2,153,661.05 2,342,464.16 3,032,389.19	3,126,534		3,217,046		3,217,046
100-000034-5-0000150.00 OVERTIME	182,519.84 188,148.80 280,276.14	181,464		192,000		192,000
100-000034-5-0000156.00 HOLIDAY PAY	88,240.24 90,267.53 156,287.74	169,174		172,000		172,000
			**	172,000		
100-000034-5-0000158.00 SICK PAY	28,185.60 25,955.84 28,362.72	93,115		79,200		79,200
100-000034-5-0000170.00 OASDI/CITY SHARE 6.2%	1,525.09 1,681.14 2,214.90	8,116		13,933		13,933

PGM/ACT FIRE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000034-5-0000170.01 MEDICARE/CITY SHARE 1.45%	30,722.65 30,225.30 39,209.58	43,847		54,602		54,602
100-000034-5-0000174.01 IMRF	2,090.81 2,199.10 3,063.73	3,401		4,648		4,648
100-000034-5-0000180.00 GROUP INSURANCE	476,953.20 645,287.07 844,506.23	975,346		729,245		729,245
100-000034-5-0000183.00 WORKERS COMP INSURANCE	221,886.00 196,379.00	221,886		222,389		222,389
510 PERSONNEL 3,185,784.48	3,326,228.94 4,582,689.23	4,822,883		4,685,063		4,685,063
*****	68,409.00	103,690		73,068		73,068
100-000034-5-0000181.00 LIABILITY INSURANCE PACKA	60,000.00					
IML PREMIUM			**	73,068		
100-000034-5-0000190.00 TRAINING AND EDUCATION	27,806.95 15,112.55 32,668.75	28,000		65,000		65,000
			**	65,000		
100-000034-5-0000290.00 EQUIPMENT	46,700.38 61,923.45 57,270.88	78,800	78,800	44,250		44,250
replacement turn out gear and new for new hires			**	24,000		
spanner wrenches, leather name patches,			**	1,000		
generators, shovels, rakes, soft stretchers			**	2,000		
big beam lights			**	1,000		
living area furniture for stations			**	4,000		
kitchen furtinure for Station #3			**	2,500		
storage boxes for files			**	250		
Work Station tool cabinet for Stations			**	3,500		
SCBA bottle rack			**	1,000		
REPL HELMETS PER NFPA STANDARDS			**	5,000		
100-000034-5-0000340.00 AUTOMOTIVE EXPENSE	55,510.00 74,442.76 101,976.63	91,000	91,000	115,000		115,000
apparatus repair at Global & extrication repair			**	79,000		

PGM/ACT FIRE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
tires for apparatus and Command vehicles			**	7,500		
small vehicle repair and maintenance			**	15,000		
vehicle degreaser, windshield washer fluid,			**	2,500		
windshield wiper blades, headlights, bar lights			**	5,000		
pump tests, ladder tests, subsequent repairs			**	5,500		
towing costs			**	500		

100-000034-5-0000344.00 EQUIPMENT REPAIRS	2,067.35 4,200.77 12,730.38	15,000	15,000	15,000		15,000
small engine repair			**	2,500		
SCBA repair and parts			**	3,500		
turn out gear repair, PPV fan repair,			**	2,500		
thermal imager repair and maintenance			**	3,500		
debrillator and copier repair			**	3,000		

100-000034-5-0000380.00 MAINTENANCE AGREEMENTS	1,912.18 2,985.27 6,976.84	8,700	8,700	10,400		10,400
extinguisher maintenance and service			**	1,500		
CDS office equipment and maintenance agreement			**	900		
debibrilator maintenance			**	8,000		

100-000034-5-0000501.00 UTILITIES	19,751.07 28,835.21 40,098.94	75,000	75,000	75,000		75,000
Illinois American Water, AmerenCilco			**	75,000		

100-000034-5-0000503.00 TELEPHONE	11,279.78 12,894.52 17,743.17	18,260	18,260	18,260		18,260
Station land lines, DSL, cellular phones			**	18,260		

100-000034-5-0000510.00 PRINTING AND PUBLICATIONS	810.00 544.00 6,473.75	2,200	2,200	1,500		1,500
business cards, Code books, City directory,			**	1,500		

100-000034-5-0000516.00 DUES AND SUBSCRIPTIONS	904.82 2,775.25 2,680.89	2,750	2,750	3,950		3,950
NFPA dues, International Fire Chiefs dues, Fire			**	600		
Engineering magazine, Il. Fire Fighters Association,			**	600		
Il. Fire Chiefs Association, Internation Association			**	600		
of Arson Investigators, IL. Society of Fire Service			**	600		
Instructors, IL. Fire Inspectors Association,			**	500		
Rotary Club			**	350		
JEMS,FIRE CHIEF MAGAZINE,FIREHOUSE MAG			**	700		

100-000034-5-0000542.00 MEALS,LODGING	249.62	1,850	1,850	1,850		1,850

PGM/ACT FIRE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Tazewell County Fireman's Association host				** 1,850		
100-000034-5-0000550.00 RADIO EXPENSE	8,680.77 60,476.53 27,702.99	15,000	15,000	15,500		15,500
monthly radio charge				** 9,000		
5 new pagers				** 2,000		
radio parts and repairs				** 3,000		
lapel microphones for portable radios				** 1,500		
100-000034-5-0000561.00 GASOLINE/DIESEL FUEL	17,697.31 32,816.08 52,938.13	45,000	45,000	53,625		53,625
5,500 gallons of gasoline @ 3.25 per gallon				** 17,875		
11,000 gallons of diesel @ 3.25 per gallon				** 35,750		
100-000034-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	7,700.07 12,260.00 5,618.00	9,600	9,600	10,500		10,500
medical expense/random drug tests				** 500		
TB tests and tetnus shots				** 500		
spirometry, annual physicals and audiology test				** 9,500		
100-000034-5-0000596.00 2% LN INSURANCE TRANSFER	23,561.01					
100-000034-5-0000690.00 OTHER CONTRACTUAL SERVICE	2,810.00 13,550.55 1,766.88	11,200	11,200	15,500		15,500
Firehse Softwre support, carpet clning,Physio-Control AED's				** 15,500		
100-000034-5-0000928.00 POLYGRAPH EXAM		1,500	1,500			
100-000034-5-0000980.00 FIRE PREVENTION	2,860.48 3,087.55 3,026.44	4,200	4,200	4,800		4,800
Open House materials, fire safety childrens' books				** 2,700		
plastic fire helmets, pencils, erasers, pamphlets,				** 1,050		
smoke detectors, and other educational materials				** 1,050		
100-000034-5-0000998.01 COMPUTER SOFTWARE	2,296.71	5,000	5,000	35,000		35,000
computer software and Firehouse 7 update				** 10,000		
SCHEDULING SOFTWARE				** 25,000		
100-000034-5-0000998.02 COMPUTER HARDWARE	18,784.29 249.98 952.14	20,800	20,800	7,500		7,500

PGM/ACT FIRE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
2 laptop's for the apparatus/3750.00 each set up				** 7,500		
530 CONTRACTUAL	295,981.16	326,404.09 454,185.82	537,550	405,860	565,703	565,703

100-000034-5-0000870.00 MACHINERY AND EQUIPMENT	7,892.00 13,757.05 38,944.05	8,000	8,000	121,000		121,000
DEFIBRILLATOR				** 26,000		
SCBAS				** 13,000		
AIR FILL COMPRESSOR STA 3				** 55,000		
OFF ROAD UTILITY CART				** 18,000		
THERMAL IMAGER				** 9,000		

100-000034-5-0000871.00 OFFICE EQUIPMENT AND FURN						

100-000034-5-0000875.00 VEHICLES	483,831.75 54,792.14			185,000		185,000
RESCUE 2				** 185,000		
REPLACEMENT FOR F3 OR F4				**		

550 CAPITAL OUTLAY	7,892.00	497,588.80 93,736.19	8,000	8,000	306,000	306,000

100-000034-5-0000490.00 TRANSFER TO TPCCC	61,572.00 78,000.00 75,000.00	84,500	84,500	88,750		88,750
Transfer to T/TPCCC				** 88,750		

590 TRANSFERS TO OTHER FUNDS	61,572.00	78,000.00 75,000.00	84,500	84,500	88,750	88,750

FIRE	REVENUE	212,917.62- 411,489.34- 478,135.77	392,200	392,200	384,890	384,890
	EXPENSE	3,551,229.64 4,228,221.83 5,205,611.24	5,452,933	498,360	5,645,516	5,645,516

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 41

PGM/ACT FIRE

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 42

PGM/ACT PUBLIC LAND AND BUILDINGS

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000068-4-0000351.00 IEPA - AIR MONITORING REI	300.00- 750.00- 600.00		600	600	600		600
				**	600		
410 INTERGOVERNMENTAL	300.00- 750.00- 600.00		600	600	600		600

100-000068-4-0000910.00 RENTAL OF MUNICIPAL PROPE	38,354.10- 122,228.70- 79,137.77		57,505	57,505	14,700		14,700
sabella rental				**	4,800		
sabella rental				**	4,800		
farm leases				**			
ST MARY				**	5,100		
470 OTHER REVENUE	38,354.10- 122,228.70- 79,137.77		57,505	57,505	14,700		14,700

100-000068-5-0000116.00 SALARY: ALL PERSONNEL	168,934.72 216,315.56 248,339.01		286,513		208,623		208,623
100-000068-5-0000170.00 OASDI/CITY SHARE 6.2%	10,841.39 13,715.72 15,934.28		17,930		13,061		13,061
100-000068-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,535.50 3,207.77 3,726.50		4,193		5,438		5,438
100-000068-5-0000174.01 IMRF	15,057.87 16,397.03 16,510.68		15,662		13,890		13,890
100-000068-5-0000180.00 GROUP INSURANCE	34,037.13 60,111.45 82,179.12		90,347		37,353		37,353
100-000068-5-0000183.00 WORKERS COMP INSURANCE	6,795.00 8,982.00		6,795		7,962		7,962
510 PERSONNEL	238,201.61 309,747.53 375,671.59		421,440		286,327		286,327

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 43

PGM/ACT PUBLIC LAND AND BUILDINGS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000068-5-0000201.00 OFFICE SUPPLIES	73.05 1,139.42	200	200			

100-000068-5-0000204.00 POSTAGE	11.08 402.40					
POSTAGE				**		

100-000068-5-0000220.00 PHOTOGRAPHIC SUPPLIES						
PHOTOGRAPHIC SUPPLIES				**		

100-000068-5-0000224.00 GENERAL SUPPLIES	17,456.80 19,682.87 27,339.66	10,000	10,000	27,500		27,500
GENERAL SUPPLIES - WEED KILLER, GAS CANS, TRIMMER LINE				** 27,500		

520 COMMODITIES	17,467.88 20,158.32 28,479.08	10,200	10,200	27,500		27,500

100-000068-5-0000181.00 LIABILITY INSURANCE PACKA	16,000.00 35,000.00	37,002		21,843		21,843
IML PREMIUM				** 21,843		

100-000068-5-0000187.00 MILEAGE						
MILEAGE				**		

100-000068-5-0000190.00 TRAINING AND EDUCATION	82.38 249.00 178.47	500	500			
TRAINING AND EDUCATION				**		

100-000068-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	1,279.63 150.20	2,000	2,000	3,000		3,000
LEASE/RENTAL OF EQUIPMENT - A TO Z RENTAL				** 3,000		

100-000068-5-0000290.00 EQUIPMENT	5,891.12 1,585.42 6,228.80	10,000	10,000	10,000		10,000
EQUIPMENT - LADDER, GARDEN SHEARS, TRIMMER, BUCKETS, SPONGES				** 10,000		

100-000068-5-0000340.00 AUTOMOTIVE EXPENSE	30,889.76 25,020.14 28,883.01	40,000	40,000	42,500		42,500

PGM/ACT PUBLIC LAND AND BUILDINGS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
AUTOMOTIVE EXPENSE - AS NECESSARY				** 42,500		
100-000068-5-0000342.00 BUILDINGS AND GROUNDS REP	29,354.50 36,957.59 74,620.36	50,000		50,000		50,000
100-000068-5-0000344.00 EQUIPMENT REPAIRS	1,167.87 2,476.09 5,124.06	1,000	1,000	1,000		1,000
EQUIPMENT REPAIRS - ELEVATOR, ALARM MONITORING & FIRE EXT				** 1,000		
100-000068-5-0000351.00 FARMING EXPENSE						
FARMING EXPENSE				**		
100-000068-5-0000352.00 PARKING LOT MAINTENANCE A						
PARKING LOT MAINTENANCE				**		
100-000068-5-0000363.00 SNOW REMOVAL - SALT AND C	339.00 572.40 957.00	750	750	750		750
SNOW REMOVAL - ICE MELT FOR ALL BLDGS.				** 750		
100-000068-5-0000380.00 MAINTENANCE AGREEMENTS	5,016.40 8,434.01 13,478.01	11,000	11,000	11,000		11,000
MAINTENANCE AGREEMENTS - OTIS, EXCELL, SEICO				** 11,000		
100-000068-5-0000501.00 UTILITIES	85,203.59 99,651.85 110,928.19	145,000	145,000	145,000		145,000
UTILITIES - IAW, AMEREN, SEMPRA				** 145,000		
100-000068-5-0000503.00 TELEPHONE						
TELEPHONE				**		
100-000068-5-0000510.00 PRINTING AND PUBLICATIONS	85.00	50	50	50		50
PRINTING AND PUBLICATIONS				** 50		
100-000068-5-0000516.00 DUES AND SUBSCRIPTIONS						
DUES AND SUBSCRIPTIONS				**		

PGM/ACT PUBLIC LAND AND BUILDINGS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST

100-000068-5-0000542.00 MEALS, LODGING						
MEALS AND LODGING				**		

100-000068-5-0000543.00 UNIFORMS AND TOOLS	115.00 178.83 1,000.00	1,000	1,000	1,600		1,600
UNIFORMS AND TOOLS - YARD CREW SAFETY SHOES & SHIRTS				**	1,600	

100-000068-5-0000550.00 RADIO EXPENSE	142.50	300	300	300		300
RADIO EXPENSE - BATTERIES FOR HANDHELD RADIOS				**	300	

100-000068-5-0000561.00 GASOLINE/DIESEL FUEL	8,446.11 14,039.27 13,642.58	13,500	13,500	15,000		15,000
GASOLINE/DIESEL FUEL - 5,000 GALS				**	15,000	

100-000068-5-0000572.00 LICENSE AND INSPECTION FE						
LICENSE AND INSPECTION FEE - LICENSE PLATES & STICKERS				**		

100-000068-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	206.00 100.95 930.13	500	500	500		500
MEDICAL EXPENSE/SUPPLIES - FIRST AID SUPPLIES, POISON IVY ME CIDINE				** **	500	

100-000068-5-0000599.00 PROVISIONS FOR BAD DEBTS						
PROVISIONS FOR BAD DEBT				**		

100-000068-5-0000605.00 CONSULTING FEES						
CONSULTING FEES				**		

100-000068-5-0000610.00 LEGAL FEES						
LEGAL FEES				**		

100-000068-5-0000612.00 ENGINEERING FEES	1,614.25 663.55					

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 46

PGM/ACT PUBLIC LAND AND BUILDINGS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
ENGINEERING FEES				**		

100-000068-5-0000625.00 DEMOLITION						
DEMOLITION				**		

100-000068-5-0000666.00 PEST CONTROL	3,451.00	6,500	6,500	6,500		6,500
PEST CONTROL - NEW PEST CONTROL CONTRACT	180.00			**	6,500	

100-000068-5-0000690.00 OTHER CONTRACTUAL SERVICE	11,237.73	7,325	7,325	7,500		7,500
MATS, WEED CONTROL & FERTILIZER, CARPET	3,253.46 10,372.08			**	7,500	

530 CONTRACTUAL	197,542.96	195,497.89 302,336.44	326,427	239,425	316,543	316,543

100-000068-5-0000802.00 PURCHASE OF PROPERTY						
PURCHASE OF PROPERTY				**		

100-000068-5-0000802.01 LAND IMPROVEMENTS	96.00 75,608.69	25,000	25,000			
LAND IMPROVEMENTS - EXPANDING SERVICE CENTER PARKING LOT	116,488.20			**		

100-000068-5-0000804.00 BUILDING PURCHASE/CONSTRU						
BUILDING PURCHASE/CONSTRUCTION				**		

100-000068-5-0000804.01 BUILDING REPAIR	6,350.00 20,537.97	100,000	100,000	100,000		100,000
BUILDING REPAIR - ANY NECESSARY REPAIRS				**	100,000	

100-000068-5-0000840.00 CONSTRUCTION						
CONTRUCTION				**		

550 CAPITAL OUTLAY	96.00	81,958.69 137,026.17	125,000	125,000	100,000	100,000

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 47

PGM/ACT PUBLIC LAND AND BUILDINGS

		2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
PUBLIC LAND AND BUILDINGS	REVENUE	38,654.10- 122,978.70- 79,737.77	58,105	58,105	15,300		15,300
	EXPENSE	453,308.45 607,362.43 843,513.28	883,067	374,625	730,370		730,370

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 48

PGM/ACT PUBLIC LAND AND BUILDINGS

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT POLICE - ADMINISTRATION

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000760-4-0000371.00 SCHOOL REIMBURSEMENTS	30,000.00- 25,000.00- 25,000.00	25,000	25,000	30,000		30,000
School Reimbursements			**	30,000		
100-000760-4-0000372.00 SOI-POLICE TRAINING REIMB	8,052.66- 15,379.98	8,000	8,000	9,000		9,000
SOI-Police Training Reimbursements			**	9,000		
100-000760-4-0000426.00 STATE GRANTS	8,753.42- 4,645.00- 35,143.79	3,300	3,300	3,600		3,600
State Grants			**	3,600		
38,753.42-						
410 INTERGOVERNMENTAL	37,697.66- 75,523.77	36,300	36,300	42,600		42,600

100-000760-4-0000508.00 FINGERPRINT FEES	2,773.00- 1,335.00- 1,783.00	1,750	1,750	1,750		1,750
Fingerprint Fees			**	1,750		
100-000760-4-0000510.00 COPY MONEY/ACCIDENTS ETC	4,239.25- 4,738.25- 6,151.80	5,000	5,000	5,000		5,000
Copy Money/Accident Fees			**	5,000		
100-000760-4-0000511.00 PARKING METER COLLECTIONS	403.23- 406.88- 1,009.53	850	850	500		500
Parking Meter Collections			**	500		
100-000760-4-0000511.01 RENTALS - PARKING LOTS	4,740.00- 5,845.00- 10,090.00	10,500	10,500	8,900		8,900
Rentals, Parking Lots			**	8,900		
100-000760-4-0000544.00 OVERTIME REIMBURSEMENTS	78,982.33- 94,405.68- 48,789.23	106,000	106,000	71,866		71,866
Overtime Reimbursement			**	11,400		
Overtime Reimbursement			**	24,600		
Overtime Reimbursement			**	35,865		
91,137.81-						
420 FEES/CHARGES FOR SERVICES	106,730.81- 67,823.56	124,100	124,100	88,016		88,016

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 50

PGM/ACT POLICE - ADMINISTRATION

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000760-4-0000601.00 CIR CLK / STATES ATTY. -	221,625.97- 220,339.52- 252,976.84	215,500	215,500	292,000		292,000
Circuit Clerk/States Attorney				** 240,000		
Municipal Ordinance Violations				** 52,000		
100-000760-4-0000637.00 LIQUOR FINES	8,366.25-	2,000	2,000	2,000		2,000
Liquor Fines	4,455.00			** 2,000		
100-000760-4-0000640.00 PARKING TICKETS	26,378.95- 32,947.27- 90,885.70	55,000	55,000	45,000		45,000
Parking Tickets				** 45,000		
100-000760-4-0000641.00 FALSE ALARM FEE	2,125.00- 2,920.00- 5,380.00	1,300	1,300	1,500		1,500
False Alarm Fees				** 1,500		
100-000760-4-0000644.00 DUI SURCHARGE	22,265.00- 15,709.90- 19,735.60	14,000	14,000	16,000		16,000
DUI Surcharge				** 16,000		
100-000760-4-0000645.00 TOWING/STORAGE FEES	94,100.00- 146,585.00- 585.00	175,000	175,000	195,000		195,000
Towing And Storage Fees				** 195,000		
100-000760-4-0000941.00 RESTITUTION		500	500	500		500
Restitution				** 500		
374,861.17- 430 FINES AND FORFEITS	418,501.69- 374,018.14	463,300	463,300	552,000		552,000

100-000760-4-0000931.00 DARE PROGRAM	20.00- 1,300.00- 1,992.00	1,300	1,300	1,300		1,300
DARE Program				** 1,300		
100-000760-4-0000939.00 SEX OFFENDER REGISTRATION	200.00- 320.00- 485.00	600	600	450		450
Sex Offender Registration				** 450		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 51

PGM/ACT POLICE - ADMINISTRATION

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST

100-000760-4-0000940.00 State Iron Eagle Revenue	5,933.47- 7,376.98- 2,117.86	2,000	2,000	8,000		8,000
State Iron Eagle				** 8,000		

470 OTHER REVENUE	6,153.47- 8,996.98- 4,594.86	3,900	3,900	9,750		9,750

POLICE - ADMINISTRATION	REVENUE	510,905.87- 571,927.14- 521,960.33	627,600	627,600	692,366	692,366
EXPENSE						

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 52

PGM/ACT POLICE - ADMINISTRATION

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 53

PGM/ACT POLICE - PATROL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000761-5-0000116.00 SALARY: ALL PERSONNEL	1,914,007.11 2,162,083.65 2,848,321.00	2,746,481		3,022,022		3,022,022
100-000761-5-0000150.00 OVERTIME	134,570.77 169,077.54 198,627.55	164,736	164,736	163,000		163,000
Patrol Overtime				** 163,000		
100-000761-5-0000156.00 HOLIDAY PAY	96,491.55 15,882.57 18,313.07	79,073		108,109		108,109
100-000761-5-0000158.00 SICK PAY	159,369.44 50,282.94 12,673.01	150,250		100,000		100,000
100-000761-5-0000170.00 OASDI/CITY SHARE 6.2%	1,519.08 1,656.45 2,189.99	8,667		21,845		21,845
100-000761-5-0000170.01 MEDICARE/CITY SHARE 1.45%	28,082.95 30,164.45 37,438.67	41,896		49,076		49,076
100-000761-5-0000174.01 IMRF	2,102.66 2,201.71 3,061.12	3,401		4,648		4,648
100-000761-5-0000180.00 GROUP INSURANCE	431,024.80 578,055.86 799,855.45	863,967		630,667		630,667
100-000761-5-0000183.00 WORKERS COMP INSURANCE	76,886.00 89,287.50	76,886		84,952		84,952
510 PERSONNEL	2,844,054.36					
	3,009,405.17 4,009,767.36	4,135,357	164,736	4,184,319		4,184,319

100-000761-5-0000201.00 OFFICE SUPPLIES	1,946.99 2,631.65 2,875.31	3,127	3,127	3,190		3,190
Pens/Pencils			**	85		
Index Cards			**	85		
White Out			**	72		
Hi Liter			**	10		
Staples			**	22		

PGM/ACT POLICE - PATROL

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Tape			**	30		
Paper Clips			**	5		
Post It			**	16		
Message Pads			**	15		
Envelopes, Plain			**	50		
Copier Paper			**	700		
Packing Tape			**	20		
Wipes Disinf.			**	135		
Hanging Files			**	22		
Exp Files			**	39		
Ink Cart. Blk			**	108		
Ink Cart Color			**	120		
Envelopes Manila			**	22		
Dusters			**	15		
Envelopes, Padded			**	24		
File Folders			**	20		
Dry Erase Marker			**	8		
Batteries, C			**	70		
Batteries, 9V			**	35		
Blank CDs			**	200		
Blank DVDs			**	120		
Legal Pads			**	25		
Wrting Pad Sm.			**	16		
1 Binders			**	16		
3 Binders			**	32		
Binder Clip Lrg.			**	6		
Binder Clip Med			**	4		
Binder Clip Sm.			**	6		
Labels/Folder			**	10		
Sharpies			**	28		
Marks A Lot			**	9		
CD/DVD Envelopes			**	65		
Calendar/Weekly			**	60		
Calendar/Desk Top			**	90		
Print Cart. Laser			**	400		
Copier Toner			**	295		
Label Maker Tape			**	80		

100-000761-5-0000202.00 LIVE-SCAN DEPOSIT ACCOUNT						
	1,000.00	1,750	1,750	1,750		1,750
Submission Fees Less			**	1,750		

100-000761-5-0000204.00 POSTAGE	554.67					
	424.54	100	100	100		100
	383.73					
Postage			**	100		

100-000761-5-0000220.00 PHOTOGRAPHIC SUPPLIES	51.92	460	460	360		360
	105.21					

PGM/ACT POLICE - PATROL

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Blank CDs				** 180		
Blank DVDs				** 180		
100-000761-5-0000224.00 GENERAL SUPPLIES	1,278.61 2,227.30 1,219.71	3,575	3,575	4,890		4,890
Narcotics Test (40)				** 150		
Keys (25)				** 25		
Batteries				** 120		
Arson Cans				** 90		
Hardware (Nuts, Bolts, Cables)				** 175		
Latex Gloves				** 850		
Packing Tape				** 40		
Swabs (80)				** 40		
Paper Bags (300)				** 100		
Pepper Spray				** 1,000		
DVDs - Evidence Grade				** 400		
Biohazard Tape				** 45		
Evidence Tape				** 180		
Evidence Bags				** 175		
Evidence Labels				** 325		
Unifrom Patches				** 375		
Blank CDs				** 60		
Blank DVDs				** 60		
Banker Box				** 50		
Syringe Tubes				** 85		
Buccal Swabs				** 30		
Gunboxes (Cardboard)				** 60		
Knife Boxes 2 Cases				** 45		
Destroy Boxes 10 @ 3.50				** 35		
Plast. Samp. Bottles 15				** 45		
No Parking Temp Signs (300)				** 85		
Barricade Tape (10)				** 65		
CD/DVD Sleeves				** 180		
100-000761-5-0000250.00 POLICE AMMUNITION - FIREA	7,171.81 2,870.88 4,496.80	7,450	7,450	9,240		9,240
.45 Acp				** 1,200		
.40 Cal				** 1,200		
9mm				** 940		
38 Cal.				** 300		
12 Guage				** 1,200		
Simuntion				** 1,100		
Bean Bag Rounds				** 300		
Taser Cartridges				** 2,000		
.223 Cal				** 1,000		
10,952.08						
520 COMMODITIES	8,206.29 10,080.76	16,462	16,462	19,530		19,530

PGM/ACT POLICE - PATROL

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000761-5-0000181.00 LIABILITY INSURANCE PACKA	59,514.00	52,307		69,880		69,880
IML PREMIUM	50,000.00			** 69,880		
100-000761-5-0000189.00 UNIFORM ALLOWANCE	3,034.60 7,812.11 9,798.05	56,550	56,550	56,000		56,000
Contractual Allowance			**	46,000		
Initial Hire Uniforms			**	7,450		
Honor Guard Uniforms			**	1,500		
Stock Items			**	1,050		
100-000761-5-0000190.00 TRAINING AND EDUCATION	20,358.39 29,801.56 49,300.49	57,400	57,400	59,350		59,350
Internal Investigation			**	2,800		
Interview & Interrogation			**	2,800		
Recertifications, Misc			**	3,800		
MTU Annual Fee			**	3,150		
Academy - New Officers			**	18,000		
Supervisor Training			**	4,500		
Local Meals			**	800		
Death Investigation			**	3,000		
Conferences			**	2,500		
Management Trng			**	12,000		
College Reimb			**	6,000		
100-000761-5-0000290.00 EQUIPMENT	5,730.34 3,728.89 8,464.09	9,160	9,160	9,265		9,265
Night Vision (Replace)			**	2,500		
Uniform Badges			**	2,700		
Taser Replacements			**	2,775		
Digital Cameras (Rplce)			**	390		
Police Bicycle (Rplce)			**	900		
100-000761-5-0000340.00 AUTOMOTIVE EXPENSE	69,550.81 56,979.34 92,518.42	88,265	88,265	97,826		97,826
Labor - Service Center			**	42,350		
Parts - Service Center			**	26,332		
Outsource (Labor)			**	13,464		
Towing			**	400		
Stephens Auto Glass			**	1,200		
Firestone Align.			**	840		
Emerg. Equip Rep/Repl			**	12,240		
Sign Shop Striping			**	775		
Misc/14Th St/Wal/ Oherren			**	225		

PGM/ACT POLICE - PATROL

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000761-5-0000341.01 VEHICLE TOWAGE	80.00 235.00 240.00	825	825	825		825
Citizens Tow			**	825		
100-000761-5-0000344.00 EQUIPMENT REPAIRS	695.50 1,919.08	2,000	2,000	2,200		2,200
Taser Repairs			**	1,400		
Mobile PC Repairs			**	800		
100-000761-5-0000380.00 MAINTENANCE AGREEMENTS	8,397.42 7,540.66 4,724.57	12,150	12,150	12,520		12,520
Copier Agreement			**	2,520		
Patrol Video Cameras			**	6,000		
Live Scan Maint. Agree			**	4,000		
100-000761-5-0000503.00 TELEPHONE	7,632.21 8,220.95 12,087.23	14,330	14,330	15,375		15,375
Cell Phones			**	6,600		
Hardlines			**	4,900		
Repairs/Replace			**	1,500		
Srt Pagers			**	1,250		
Crime Stoppers			**	500		
Long Distance			**	625		
100-000761-5-0000510.00 PRINTING AND PUBLICATIONS	4,375.88 4,350.10 8,018.62	10,674	10,674	6,670		6,670
IL Crim/Traffic Manual			**	540		
Crime Report			**	600		
Supplemental Reports			**	250		
Juvenile Arrest Reports			**	160		
Tow Report			**	300		
O.T. Card			**	250		
Stop Card			**	400		
Traffic Ticket			**	1,750		
Warning Ticket			**	700		
Addressed Envelope			**	110		
Business Card			**	200		
COP Time Card			**	50		
Evidence Labels			**	500		
Field Interview Cards			**	60		
MOVN Tickets			**	800		
100-000761-5-0000516.00 DUES AND SUBSCRIPTIONS	857.00 557.00 1,009.15	1,835	1,835	1,880		1,880

PGM/ACT POLICE - PATROL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
NTOA				** 165		
International Chiefs Assc				** 150		
Illinois Chiefs Assoc				** 210		
Discipline Bulletin				** 160		
FBINA				** 160		
NAPWDA				** 135		
LESO				** 900		
100-000761-5-0000542.00 MEALS, LODGING	39.96 261.96 155.32	250	250	250		250
Travel and Meals				** 250		
100-000761-5-0000550.00 RADIO EXPENSE	12,274.03 15,266.08 17,460.29	23,350	23,350	23,550		23,550
Ragan Agreement				** 15,450		
Battery Purchase				** 1,600		
Replace Portables				** 3,500		
Radio Repairs				** 3,000		
100-000761-5-0000552.00 RADAR EXPENSE	2,681.31 1,125.00 3,330.00	4,850	4,850	3,300		3,300
Radar Unit Replace				** 1,550		
Certifications				** 1,250		
Repairs				** 500		
100-000761-5-0000561.00 GASOLINE/DIESEL FUEL	55,285.14 95,779.50 158,919.64	149,900	149,900	152,832		152,832
Unleaded				** 139,750		
Diesel				** 1,382		
E85				** 11,700		
100-000761-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	7,770.19 6,277.60 11,619.00	5,325	5,325	1,850		1,850
Hand Sanitizer				** 325		
First Aid Kits/Supplies				** 600		
Drug Tests				** 425		
Fitness Duty Exams				** 500		
100-000761-5-0000667.00 CARE OF STRAY ANIMALS	25,182.50 31,102.47 40,711.71	43,170	43,170	44,250		44,250
Care Of Stray Animals				** 44,250		
100-000761-5-0000690.00 OTHER CONTRACTUAL SERVICE	2,098.75 10,629.18 1,641.76	4,000	4,000	3,000		3,000

PGM/ACT POLICE - PATROL

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Arbitrations				** 3,000		
100-000761-5-0000923.00 EXPLORER POST	884.75 396.80 358.80	2,300	2,300	2,300		2,300
Conference				** 900		
Re-Charter				** 300		
Training Supplies				** 500		
Uniforms				** 600		
100-000761-5-0000925.00 CRIME PREVENTION EXPENSE	1,184.18 211.23 3,310.91	5,400	5,400	5,000		5,000
Printed Pencils				** 500		
Sticker Badges				** 500		
Printed Post-It Notes				** 400		
Cups/Mugs				** 600		
Safety Brochures				** 500		
Display Monitor				** 500		
Night Out/Crime				** 1,500		
Citizens On Patrol				** 500		
100-000761-5-0000926.01 DARE PROGRAM	2,852.31 2,767.43 3,350.63	5,600	5,600	5,900		5,900
Books				** 800		
Shirts				** 3,000		
Rulers, Pencils, Promo Items				** 1,050		
Awards, Certs, Teahers, Misc.				** 1,050		
100-000761-5-0000926.02 CANINE UNIT	3,639.60 1,109.97 3,877.76	5,300	5,300	5,420		5,420
Feed				** 1,420		
Annual Cert / Training				** 2,200		
Vet Care				** 1,800		
100-000761-5-0000926.04 EMERGENCY SERVICES TEAM E	456.22 6,246.45 5,926.29	8,695	8,695	8,405		8,405
Uniforms				** 800		
Munitions				** 5,025		
Prof Fees				** 80		
Gas Munitions Repl.				** 500		
Simunition (Training)				** 1,400		
Ballistic Face Shields				** 500		
Batteries				** 100		
100-000761-5-0000926.05 BIKE PROGRAM	484.44 123.00 688.17	500	500	500		500

PGM/ACT POLICE - PATROL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Bike Repairs				** 300		
Uniforms				** 200		

100-000761-5-0000926.06 DUI ENFORCEMENT	17,932.84 486.50 3,963.70	14,000	14,000	16,000		16,000
DUI Equip/Supplies				** 16,000		

100-000761-5-0000927.00 SHOOTING RANGE	1,037.71 302.83 612.42	2,000	2,000	2,000		2,000
Taz, Targets, Equip, Supplies				** 2,000		

100-000761-5-0000981.00 PUBLIC RELATIONS	10.69 466.96 90.00	775	775	750		750
Ads, Hosted Mtgs, Conf				** 750		

100-000761-5-0000998.01 COMPUTER SOFTWARE	609.00 1,710.00	4,950	4,950	2,500		2,500
Crash Reconstruction				** 2,500		

100-000761-5-0000998.02 COMPUTER HARDWARE	215.98 99.98 12,374.46			3,240		3,240
GPS Antennas for Squad Cars				** 3,240		

314,170.25						
530 CONTRACTUAL	294,284.05 506,470.56	585,861	533,554	612,838		612,838

100-000761-5-0000875.00 VEHICLES	145,179.21 138,211.13 131,955.58	157,000	157,000	102,900		102,900
Patrol Base Vehicles				** 70,200		
Cameras				** 4,500		
Lighting				** 6,300		
Sirens				** 1,590		
Consoles & Bracketing				** 1,860		
Computers				** 10,350		
Radar				**		
Shotgun Mounts				** 720		
Antennas, Misc				** 2,160		
Striping				** 1,560		
Prisoner Cages				** 1,620		
Labor/Patrol				** 2,040		

145,179.21						
550 CAPITAL OUTLAY	138,211.13 131,955.58	157,000	157,000	102,900		102,900

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 61

PGM/ACT POLICE - PATROL

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000761-5-0000950.00 REIMBURSEMENT - PERSONAL	89.95	520	520	500		500
Contractual/Dmg Prop	400.05			** 500		

89.95						
560 OTHER EXPENDITURES		520	520	500		500
	400.05					

100-000761-5-0000490.00 TRANSFER TO TPCCC	456,039.00	603,770	603,770	621,883		621,883
	577,720.00					
	555,500.00					
T/PCCC				** 621,883		

456,039.00						
590 TRANSFERS TO OTHER FUNDS	577,720.00	603,770	603,770	621,883		621,883
	555,500.00					

POLICE - PATROL

REVENUE

EXPENSE	3,770,484.85	5,498,970	1,476,042	5,541,970	5,541,970
	4,027,826.64				
	5,214,174.31				

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 62

PGM/ACT POLICE - PATROL

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 63

PGM/ACT POLICE - SPECIAL SERVICES

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000763-5-0000116.00 SALARY: ALL PERSONNEL	306,651.95 379,648.63 467,370.42	496,160		462,309		462,309
100-000763-5-0000150.00 OVERTIME	26,701.40 30,196.90 39,485.66	48,998	48,998	51,968		51,968
Overtime			**	51,968		
100-000763-5-0000170.00 OASDI/CITY SHARE 6.2%	1,412.76 1,548.68 2,051.83	2,196		5,472		5,472
100-000763-5-0000170.01 MEDICARE/CITY SHARE 1.45%	4,950.77 5,135.24 6,189.78	6,985		7,457		7,457
100-000763-5-0000174.01 IMRF	1,958.95 2,060.70 2,871.11	3,187		4,355		4,355
100-000763-5-0000180.00 GROUP INSURANCE	70,820.83 106,228.73 123,455.94	181,539		97,223		97,223
100-000763-5-0000183.00 WORKERS COMP INSURANCE	13,532.00 14,558.50	13,532		15,200		15,200
510 PERSONNEL	426,028.66 524,818.88 655,983.24	752,597	48,998	643,984		643,984

100-000763-5-0000201.00 OFFICE SUPPLIES	985.37 1,666.09 1,746.90	2,343	2,343	2,303		2,303
Expandable 25 Pk			**	80		
Standard 100 Pk			**	44		
Hanging 25 Pk			**	23		
Plain Envelopes			**	24		
Printed Envelopes			**	65		
9X12 Manilla 250 Pk			**	64		
10X13 Manilla 250 Pk			**	40		
Letter Pads 12 Pk			**	240		
Small Pads 12 Pk			**	178		
Message Pads			**	10		
Post It			**	144		
Index Cards			**	6		
Black Pens			**	144		

PGM/ACT POLICE - SPECIAL SERVICES

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Red Pens				**	36	
Reg Perm Markers				**	12	
Large Perm Markers				**	9	
Pencils				**	6	
Hi Liter Yellow				**	10	
Hiliter Multi-Color				**	4	
Dry Erase Markers				**	63	
Correction Tape				**	60	
Standard Staples				**	30	
Hvy Duty 1/4 In.				**	12	
Hvy Duty 3/8 In.				**	6	
Hvy Duty 1/2 In.				**	7	
Paper Clips, Small				**	12	
Paper Clips, Large				**	32	
Binder Clip Small				**	22	
Binder Clip Medium				**	20	
Binder Clip Large				**	28	
Packing Tape				**	36	
Scotch Tape				**	24	
Address 100 Sheet Box				**	84	
Multi Purp. 11/2 X 3				**	18	
Color Toner (Cyan)				**	170	
Color Toner (Magenta)				**	170	
Color Toner (Yellow)				**	170	
Fax Toner Cart.				**	200	

100-000763-5-0000204.00 POSTAGE	11.15					
	7.22	160	160		160	160
	28.36					
Postage				**	160	

100-000763-5-0000220.00 PHOTOGRAPHIC SUPPLIES	29.24					
	115.77	635	635		590	590
	530.80					
Double Prints, Developing				**	50	
Camera Batteries (35 Mm)				**	40	
Memory Cards				**	80	
Rechargable Camera Batts				**	420	

100-000763-5-0000224.00 GENERAL SUPPLIES	709.58					
	791.10	2,557	2,557		2,557	2,557
	1,479.03					
Brushes				**	120	
Powders				**	100	
Lifters				**	100	
Chemicals				**	160	
PVS Cartridges				**	100	
Vionex Towlettes (50 Pk)				**	50	
Hand Sanitizer Liquid				**	25	
Evidence Tape				**	130	

PGM/ACT POLICE - SPECIAL SERVICES

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Crime Scene Photog Scales				** 90		
Arson Cans				** 30		
Static Lifter - Mylar Sheeting				** 100		
GeI Lifts - Black (2 Pk)				** 150		
GeI Lifts - White (2 Pk)				** 150		
Field Drug Tests (10 Pk)				** 125		
Video Tapes				** 12		
Audio Tapes				** 20		
CD/DVD Sleeves				** 45		
DVDs - Evidence Grade				** 700		
DVDs - Common				** 200		
CDs				** 150		

520 COMMODITIES	1,735.34	2,580.18	5,695	5,610		5,610
		3,785.09				

100-000763-5-0000290.00 EQUIPMENT	26.61- 188.00 2,805.63	3,655	3,655	3,575		3,575
CA Fuming Chamber Filter				** 500		
Forensic Cab HEPA Filter				** 700		
Forensic Cab Prefilters (10 Pk)				** 25		
Digital Camera Kit				** 800		
Pelican Case				** 150		
1:1 Macro Lens				** 500		
Flashlights				** 300		
Batteries (Repl Rechrgble)				** 200		
Scene Equip - Callout Gear				** 400		

100-000763-5-0000344.00 EQUIPMENT REPAIRS	95.00 157.50 15.63	500	500	700		700
Repairs				** 700		

100-000763-5-0000380.00 MAINTENANCE AGREEMENTS	740.76 429.73 615.65	1,080	1,080	1,134		1,134
Copier				** 1,134		

100-000763-5-0000510.00 PRINTING AND PUBLICATIONS	111.75 265.70 22.61-	755	755	775		775
IL Crim/Traffic Manual				** 200		
City Directory				** 300		
Physicians Desk Refer.				** 85		
Business Cards				** 190		

100-000763-5-0000516.00 DUES AND SUBSCRIPTIONS	864.68 659.26 932.34	950	950	975		975

PGM/ACT POLICE - SPECIAL SERVICES

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Westlaw				** 975		
100-000763-5-0000542.00 MEALS, LODGING		100	100	100		100
Travel and Meals				** 100		
100-000763-5-0000926.00 SPECIAL INVESTIGATIONS EX	209.49 5.00 960.36	1,000	1,000	1,000		1,000
Informant, Crit Inc, Stings				** 1,000		
100-000763-5-0000926.03 MULTI-COUNTY NARCOTICS EX	10,175.00 10,175.00 9,250.00	10,175	10,175	10,175		10,175
No increase				** 10,175		
100-000763-5-0000928.00 POLYGRAPH EXAM	250.00	1,100	1,100	1,000		1,000
Polygraph Exams				** 1,000		
100-000763-5-0000929.00 IRON EAGLE EXPENSES	4,199.00 4,757.33	5,000	5,000	5,000		5,000
Asset Forf/Rev Offset				** 5,000		
100-000763-5-0000998.01 COMPUTER SOFTWARE	29.50	850	850	2,700		2,700
Cellular Phone Forensics				** 2,700		
100-000763-5-0000998.02 COMPUTER HARDWARE	825.32 428.87	1,500	1,500	1,000		1,000
Laptop Replace				** 1,000		
530 CONTRACTUAL 16,369.07	12,955.51 19,772.70	26,665	26,665	28,134		28,134

100-000763-5-0000950.00 REIMBURSEMENT - PERSONAL		200	200	200		200
Personal Property				** 200		
100-000763-5-0000990.00 MISCELLANEOUS		100	100	100		100

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 67

PGM/ACT POLICE - SPECIAL SERVICES

2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
---	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------

Miscellaneous

**

100

560 OTHER EXPENDITURES

300

300

300

300

POLICE - SPECIAL SERVICES

REVENUE

EXPENSE

444,133.07
540,354.57
679,541.03

785,257

81,658

678,028

678,028

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 68

PGM/ACT POLICE - SPECIAL SERVICES

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT POLICE - RECORDS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000764-5-0000116.00 SALARY: ALL PERSONNEL	164,683.63 172,318.01 209,716.91	256,752		263,617		263,617
100-000764-5-0000150.00 OVERTIME	3,661.83 3,425.54 8,567.38	1,005	1,005	5,000		5,000
Records Overtime			**	5,000		
100-000764-5-0000170.00 OASDI/CITY SHARE 6.2%	10,906.70 11,426.98 13,957.91	15,981		16,654		16,654
100-000764-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,550.75 2,672.44 3,264.36	3,737		3,895		3,895
100-000764-5-0000174.01 IMRF	13,439.42 13,923.69 19,310.30	20,719		28,247		28,247
100-000764-5-0000180.00 GROUP INSURANCE	31,891.68 46,756.53 62,340.03	68,486		38,244		38,244
100-000764-5-0000183.00 WORKERS COMP INSURANCE	669.00 1,258.50	669		622		622
510 PERSONNEL	227,803.01 250,523.19 318,415.39	367,349	1,005	356,279		356,279

100-000764-5-0000201.00 OFFICE SUPPLIES	1,163.95 1,473.57 2,448.85	2,611	2,611	2,753		2,753
Pens/Pencils			**	104		
Staples			**	22		
Paper Clips			**	5		
Tape			**	35		
Post It			**	37		
Message Pads			**	50		
Write Pad Sm.			**	16		
Legal Pads			**	24		
Copier Paper			**	1,120		
Exp. File Fold			**	80		
File Folders			**	45		
Hang File			**	50		
Colored Folder			**	180		

PGM/ACT POLICE - RECORDS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Manila Env.			**	85		
Clipboards			**	32		
Fax Toner Cart.			**	240		
Monthly Calendars			**	55		
Label Tape			**	80		
Dusters			**	15		
Catalog Envelopes 10x13			**	40		
Sharpies			**	45		
Markers			**	60		
Binder Clip Med.			**	8		
Binder Clip Lg.			**	11		
Binder Clip Sm.			**	10		
Packing Tape			**	7		
Weekly Calendar			**	15		
Labels/Folder			**	8		
Staplers			**	66		
Typewriter Correction Tape			**	22		
Disinfectant			**	10		
Hiliter			**	10		
White Out			**	90		
Typewriter Ribbon/Tape			**	30		
Sheet Protectors			**	11		
Flags			**	6		
Poly Folders			**	18		
Daily Calendar			**	11		
100-000764-5-0000204.00 POSTAGE	3,001.92 3,289.63 838.75	4,139	4,139	5,279		5,279
Crash Reports			**	60		
UCR			**	60		
DUI			**	35		
Court			**	80		
Certified/Vehicles			**	56		
FOIA/Crashes/DL			**	43		
Impounds, First Class			**	345		
Impounds, Certified			**	4,600		
4,165.87						
520 COMMODITIES	4,763.20 3,287.60	6,750	6,750	8,032		8,032

100-000764-5-0000205.00 RIM SYSTEM FEES	11,320.73 13,766.78 17,902.86	8,700	8,700	8,700		8,700
City of Peoria Fee			**	6,000		
Connectivity			**	2,700		
451.88						
100-000764-5-0000290.00 EQUIPMENT		955	955	250		250

PGM/ACT POLICE - RECORDS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
File Cab. - 1				** 250		
100-000764-5-0000344.00 EQUIPMENT REPAIRS		500	500	500		500
Typewriters, Fax, Scanner				** 500		
100-000764-5-0000380.00 MAINTENANCE AGREEMENTS	1,002.84 1,416.22 1,235.90	2,150	2,150	2,260		2,260
Copier				** 2,260		
100-000764-5-0000510.00 PRINTING AND PUBLICATIONS	367.62 446.13 913.30	987	987	425		425
Envelopes, Plain				** 25		
Envelopes, Printed				** 400		
100-000764-5-0000543.00 UNIFORMS AND TOOLS	1,311.83 1,638.48 2,157.02	2,200	2,200	2,100		2,100
6 Full Time, 2 Part Time				** 2,100		
100-000764-5-0000998.01 COMPUTER SOFTWARE		5,000	5,000	5,000		5,000
Laptop Software/Rim Sys (Mobil Reporting)	286.99			** 2,500		
Mobile Rep. Hardware				** 2,500		
530 CONTRACTUAL	14,454.90 17,267.61 22,496.07	20,492	20,492	19,235		19,235
100-000764-5-0000871.00 OFFICE EQUIPMENT AND FURN				14,500		14,500
Copier Replacement				** 14,500		
550 CAPITAL OUTLAY				14,500		14,500

POLICE - RECORDS	REVENUE					
EXPENSE	246,423.78 272,554.00 344,199.06	394,591	28,247	398,046		398,046

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 72

PGM/ACT POLICE - RECORDS

ADDITIONAL DEPARTMENTAL NOTES

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 73

PGM/ACT POLICE - PARKING

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000766-5-0000116.00 SALARY: ALL PERSONNEL	21,790.37 24,742.15 32,973.21	35,886		36,785		36,785
100-000766-5-0000150.00 OVERTIME	358.05 301.50 390.24	675	675	600		600
Parking Hearings Testimony			**	600		
100-000766-5-0000170.00 OASDI/CITY SHARE 6.2%	1,372.23 1,586.91 2,103.69	2,225		2,318		2,318
100-000766-5-0000170.01 MEDICARE/CITY SHARE 1.45%	320.92 371.14 491.99	520		542		542
100-000766-5-0000174.01 IMRF	1,942.40 2,118.16 2,942.16	3,230		4,414		4,414
100-000766-5-0000180.00 GROUP INSURANCE	8,667.68 13,760.28 18,345.03	20,171		8,208		8,208
100-000766-5-0000183.00 WORKERS COMP INSURANCE	944.00 894.50	1,346		1,038		1,038
510 PERSONNEL	35,395.65 42,880.14 58,140.82	64,053	675	53,905		53,905

100-000766-5-0000201.00 OFFICE SUPPLIES	499.06 580.56	388	388	297		297
File Folders			**	20		
File Pockets			**	40		
White Out			**	18		
Pens 1 Box			**	29		
Hi Liters			**	10		
Paper Clips 1 Box			**	5		
Post Its			**	16		
Tape			**	33		
Staples			**	9		
Desk Calendar			**	9		
Copier Paper			**	70		
4 RECEIPT BOOKS			**	38		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 74

PGM/ACT POLICE - PARKING

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000766-5-0000204.00 POSTAGE	655.15 875.32 1,146.18	1,105	1,105	1,325		1,325
Parking Notices			**	1,300		
Hearing Dispositions			**	25		
100-000766-5-0000224.00 GENERAL SUPPLIES	47.00	220	220	215		215
Plastic Bags			**	100		
Meter Batteries, misc.			**	115		
520 COMMODITIES	655.15 1,374.38 1,773.74	1,713	1,713	1,837		1,837
100-000766-5-0000181.00 LIABILITY INSURANCE PACKA	596.00 350.00	515		656		656
IML PREMIUM			**	656		
100-000766-5-0000290.00 EQUIPMENT	24.99 80.00	695	695	100		100
Meter Pipe			**	100		
100-000766-5-0000510.00 PRINTING AND PUBLICATIONS	122.53 2,398.93 1,854.06	2,540	2,540	1,900		1,900
Parking Tickets			**	1,500		
Printed Window Envlps			**	200		
Reserved Parking Stickers			**	200		
100-000766-5-0000543.00 UNIFORMS AND TOOLS	51.00 234.95	450	450	400		400
Uniforms			**	400		
100-000766-5-0000690.00 OTHER CONTRACTUAL SERVICE	2,458.75 2,985.00 5,918.53	10,305	10,305	9,100		9,100
MSI/Admin & Collection			**	7,000		
Hearing Officer			**	2,100		
530 CONTRACTUAL	3,253.27 5,618.88 8,202.59	14,505	13,990	12,156		12,156

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 75

PGM/ACT POLICE - PARKING

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000766-5-0000990.00 MISCELLANEOUS		50	50	50		50
Miscellaneous	50.00			** 50		

560 OTHER EXPENDITURES		50	50	50		50
	50.00					

POLICE - PARKING

REVENUE

	39,304.07					
EXPENSE	49,873.40	80,321	16,428	67,948		67,948
	68,167.15					

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 76

PGM/ACT POLICE - PARKING

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT ZONING AND INSPECTIONS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000793-4-0000257.00 SPECIAL USE PERMIT	1,395.00- 1,435.00- 1,550.00	1,500	1,500	1,500		1,500
Special Use permits				** 1,500		
100-000793-4-0000265.00 ZBA WAIVER REQUEST FEES	255.00- 255.00- 340.00	500	500	250		250
ZBA Waiver fees				** 250		
100-000793-4-0000507.00 RENTAL PROPRTY REGISTR FEE	1,300.00- 2,650.00- 23,600.00	250	250	750		750
Rental Property registration fees				** 750		
100-000793-4-0000513.00 CERTIFICATIION SIGNATURES	90.00- 62.00- 122.00	250	250	250		250
Certification signatures				** 250		
100-000793-4-0000517.00 PROPERTY CLEANUP FEES	52,027.80- 6,232.50- 8,625.20	8,000	8,000	8,000		8,000
property cleanup fees				** 8,000		
100-000793-4-0000519.00 SALES - ORDINANCES AND MA	140.00- 135.00-	100	100	100		100
Sales of ordinances and maps				** 100		
100-000793-4-0000524.00 LANDLORD REGISTRATION FEES				750		750
				** 750		
420 FEES/CHARGES FOR SERVICES	55,207.80- 10,769.50- 34,237.20	10,600	10,600	11,600		11,600

100-000793-4-0000636.00 CODE VIOLATIION FINES	50.00- 800.00- 640.00	2,000	2,000	2,000		2,000
Code violation fines				** 2,000		
430 FINES AND FORFEITS	50.00- 800.00- 640.00	2,000	2,000	2,000		2,000

PGM/ACT ZONING AND INSPECTIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000793-4-0000205.00 HVAC LICENSE	4,190.00- 8,048.00- 9,320.00	6,000	6,000	7,000		7,000
HVAC Contractor registrations			**	7,000		
100-000793-4-0000208.00 ELECTRICAL CONTRACTORS LI	5,000.00- 8,651.00- 8,850.00	6,000	6,000	7,000		7,000
Electrical contractor registrations			**	7,000		
100-000793-4-0000230.00 HOME OCCUPATION LICENSE	2,115.00- 2,890.00- 3,305.00	2,500	2,500	3,000		3,000
Home occupation registrations			**	3,000		
100-000793-4-0000250.00 PRELIM PLAT REVIEW FILING	50.00- 3,392.50	1,500	1,500	1,000		1,000
Preliminary plat review fees			**	1,000		
100-000793-4-0000251.00 FINAL PLAT REVIEW FILING	100.00-	600	600	300		300
Final plat review fees			**	300		
100-000793-4-0000255.00 HVAC PERMIT	13,509.00- 15,884.26- 18,833.00	17,000	17,000	15,000		15,000
HVAC permits			**	15,000		
100-000793-4-0000260.00 ELECTRICAL PERMITS	13,829.00- 15,486.00- 19,114.00	19,000	19,000	15,000		15,000
Electrical permits			**	15,000		
100-000793-4-0000264.00 BUILDING AND REZONING PER	40,466.00- 45,365.00- 86,532.60	75,000	75,000	50,000		50,000
Building permits			**	50,000		
100-000793-4-0000512.00 PLUMBING PERMITS	9,519.00- 14,979.00- 20,593.00	15,000	15,000	15,000		15,000
Plumbing permits			**	15,000		
88,728.00- 440 LICENSES AND PERMITS	111,353.26- 169,940.10	142,600	142,600	113,300		113,300

PGM/ACT ZONING AND INSPECTIONS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000793-4-0000905.00 LIEN FILE & RELEASE FEES	7,764.00- 3,725.00- 61.25-	1,000	1,000	2,500		2,500
Towing/Storage fees				** 2,500		
7,764.00-						
470 OTHER REVENUE	3,725.00- 61.25-	1,000	1,000	2,500		2,500

100-000793-5-0000116.00 SALARY: ALL PERSONNEL	193,931.83 210,435.73 280,032.24	328,381		286,312		286,312
100-000793-5-0000170.00 OASDI/CITY SHARE 6.2%	12,430.92 13,567.78 17,946.05	20,360		17,751		17,751
100-000793-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,907.26 3,173.20 4,197.19	4,762		4,152		4,152
100-000793-5-0000174.01 IMRF	17,024.02 17,536.40 24,171.59	29,554		34,357		34,357
100-000793-5-0000180.00 GROUP INSURANCE	37,303.34 47,324.34 57,836.84	109,681		60,100		60,100
100-000793-5-0000183.00 WORKERS COMP INSURANCE	11,078.00 7,556.50	11,078		10,831		10,831
274,675.37						
510 PERSONNEL	292,037.45 391,740.41	503,816		413,503		413,503

100-000793-5-0000201.00 OFFICE SUPPLIES	537.44 512.73 619.86	650	650	650		650
dept printer toner			**	250		
pens, pencils, tablets, folders, etc.			**	200		
dept share of copier paper & toner			**	200		
100-000793-5-0000204.00 POSTAGE	552.72 883.75 1,269.77	1,200	1,200	1,500		1,500
mailing letters, notices, certified letters			**	1,500		

PGM/ACT ZONING AND INSPECTIONS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000793-5-0000224.00 GENERAL SUPPLIES	3.78	150	150	150		150
flashlights, batteries, wipes, towels	17.07			** 150		
520 COMMODITIES	1,093.94					
	1,396.48	2,000	2,000	2,300		2,300
	1,906.70					

100-000793-5-0000181.00 LIABILITY INSURANCE PACKA	117.00			6,855		6,855
IML PREM	200.00			** 6,855		
100-000793-5-0000190.00 TRAINING AND EDUCATION	1,468.42	3,200	3,200	3,200		3,200
	1,915.49					
	1,430.81					
electrical inspector certification/continuing education			** 1,200			
500 ea for plumbing & code enforcement training			** 1,000			
recertification for code enf. & plumbing			** 1,000			
100-000793-5-0000290.00 EQUIPMENT	457.94	12,900	12,900	400		400
	111.76					
	146.23					
2 cameras				** 400		
100-000793-5-0000340.00 AUTOMOTIVE EXPENSE	4,448.59	3,500	3,500	3,500		3,500
	2,969.97					
	5,172.28					
maint 5@250 ea			** 1,250			
tires 2 @500 ea			** 1,000			
major repair			** 1,250			
100-000793-5-0000361.00 PROPERTY CLEANUP FEES	12,776.00	15,000	15,000	12,000		12,000
	9,123.95					
	11,139.50					
property cleanup expenses				** 12,000		
100-000793-5-0000380.00 MAINTENANCE AGREEMENTS	354.30	250	250	250		250
fire extinguishers				** 250		
100-000793-5-0000503.00 TELEPHONE	1,237.66	2,900	2,900	2,000		2,000
	1,258.70					
	3,125.47					
cell phones				** 2,000		

PGM/ACT ZONING AND INSPECTIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000793-5-0000510.00 PRINTING AND PUBLICATIONS	2,295.00 2,540.17 3,744.30	4,200	4,200	4,200		4,200
legal notices 12 @ 175 ea			**	2,100		
stationary - letterhead paper and envelopes			**	500		
business cards			**	300		
code books			**	500		
permit cards and stickers			**	500		
elec & plumbing publications/updates			**	300		
100-000793-5-0000516.00 DUES AND SUBSCRIPTIONS	90.00 207.00 300.00	675	675	675		675
HVAC/Code Enforcement dues			**	250		
Electric dues			**	200		
Plumbing state and national dues			**	225		
100-000793-5-0000542.00 MEALS, LODGING	24.87	50	50	50		50
city update 5 @ 10 ea			**	50		
100-000793-5-0000543.00 UNIFORMS AND TOOLS		600	600	800		800
2 pair @ 150 ea			**	400		
2 pair @ 150 ea			**	400		
100-000793-5-0000561.00 GASOLINE/DIESEL FUEL	3,263.16 5,338.78 8,257.64	7,313	7,313	6,094		6,094
1875 gal @ 4 per gal			**	6,094		
100-000793-5-0000572.00 LICENSE AND INSPECTION FE	100.00 100.00 200.00	475	475	475		475
elect certification			**	125		
state plumbing license			**	150		
code enforcement certification			**	200		
100-000793-5-0000590.00 MEDICAL EXPENSE/SUPPLIES		100	100	100		100
medical review if needed			**	100		
100-000793-5-0000605.00 CONSULTING FEES		500	500	500		500
planning/zoning assistance if needed			**	500		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 82

PGM/ACT ZONING AND INSPECTIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000793-5-0000625.00 DEMOLITION	37,600.00					
5 homes @10,000 ea demolition	2,640.00	50,000	50,000	50,000		50,000
			**	50,000		
100-000793-5-0000690.00 OTHER CONTRACTUAL SERVICE	907.59 855.64 4,330.70	3,000	3,000	2,400		2,400
hearing officer 12 @ 250 ea			**	2,400		
64,761.36						
530 CONTRACTUAL	24,446.33 41,041.23	104,663	104,663	93,499		93,499

100-000793-5-0000933.00 LIEN FILING FEE	3,531.00 2,499.75 4,855.25	5,400	5,400	5,000		5,000
15 liens per month at 30 per lien			**	5,000		
3,531.00						
560 OTHER EXPENDITURES	2,499.75 4,855.25	5,400	5,400	5,000		5,000

ZONING AND INSPECTIONS	151,749.80- 126,647.76-	156,200	156,200	129,400		129,400
REVENUE	204,756.05					
EXPENSE	344,061.67 320,380.01 439,543.59	615,879	112,063	514,302		514,302

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 83

PGM/ACT ZONING AND INSPECTIONS

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT GENERAL MISCELLANEOUS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000990-4-0000101.00 REAL ESTATE TAX	2,013,697.82- 2,182,752.67- 1,872,299.00	1,721,674	1,721,674	1,133,477		1,133,477
re tax				** 1,133,477		
100-000990-4-0000109.00 USE TAX	270,628.03- 367,337.75- 461,487.34	460,000	460,000	405,000		405,000
use tax				** 405,000		
100-000990-4-0000110.00 MUNICIPAL SALES TAX	2,995,863.49- 3,633,028.39- 5,043,995.41	5,100,000	5,100,000	4,820,000		4,820,000
sales tax				** 4,820,000		
100-000990-4-0000110.04 HOME RULE SALES TAX	2,501,731.60- 3,003,466.90- 4,009,649.15	3,900,000	3,900,000	3,625,000		3,625,000
				** 3,625,000		
100-000990-4-0000120.00 REPLACEMENT P/P TAX - STA	715,968.53- 894,515.47- 1,297,861.60	1,120,000	1,120,000	1,005,000		1,005,000
PPRT				** 1,005,000		
100-000990-4-0000130.00 ILLINOIS INCOME TAX	1,624,498.60- 2,376,378.20- 2,913,642.74	2,920,000	2,920,000	2,564,000		2,564,000
income tax				** 2,564,000		
100-000990-4-0000141.00 Restaurant Tax	528,266.75-	800,000	800,000	950,000		950,000
food & beverage tax				** 950,000		
100-000990-4-0000142.00 Packaged Liquor Tax	98,158.58-	200,000	200,000	180,000		180,000
packaged liquor				** 180,000		
10,748,813.40-						
400 TAXES	12,457,479.38- 15,598,935.24	16,221,674	16,221,674	14,682,477		14,682,477

100-000990-4-0000550.01 FRANCHISE FEE - CILCO	51,165.70	50,000	50,000			
cilco gas franchise				**		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 1/31/10
 FISCAL MONTH: 09 75.00%

REPORT PRINT DATE- 1/28/10
 PAGE 85

PGM/ACT GENERAL MISCELLANEOUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000990-4-0000550.02 MUNICIPAL TELECOMMUNICTNS	831,748.17- 909,827.88- 1,222,289.28	1,205,000	1,205,000	1,204,000		1,204,000
tele tax				** 1,204,000		
100-000990-4-0000550.03 FRANCHISE FEE - CABLE TV	306,905.61- 267,799.80- 321,013.48	300,000	300,000	300,000		300,000
cable franchise				**		
1,138,653.78- 420 FEES/CHARGES FOR SERVICES	1,177,627.68- 1,594,468.46	1,555,000	1,555,000	1,504,000		1,504,000

100-000990-4-0000901.00 INTEREST EARNINGS	205,072.76- 188,899.73- 445,830.58	298,000	298,000	226,250		226,250
				** 226,250		
205,072.76- 460 INVESTMENT EARNINGS	188,899.73- 445,830.58	298,000	298,000	226,250		226,250

100-000990-4-0000823.00 CONTRIBUTION FR GARBAGE	31,911.36- 35,900.28- 31,911.36	47,867	47,867	47,880		47,880
				** 47,880		
100-000990-4-0000831.00 TRANSFER FROM SEWERAGE FU	76,432.00- 85,986.00- 143,098.64	57,324	57,324	57,324		57,324
				** 57,324		
100-000990-4-0000832.00 TRANSFER FROM STORM WATER	38,216.00- 42,993.00- 50,216.00	57,324	57,324	57,324		57,324
				** 57,324		
100-000990-4-0000850.10 TRANSFER FROM SCHOOL BUS	11,440.00- 12,870.00- 44,772.00	17,160	17,160	17,160		17,160
				** 17,160		
100-000990-4-0000895.00 TRANSFER FROM INSURANCE F				200,000		200,000
TRANSF PARTIAL INS RESERVES BACK TO GF				** 200,000		

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 1/31/10
 FISCAL MONTH: 09 75.00%

REPORT PRINT DATE- 1/28/10
 PAGE 86

PGM/ACT GENERAL MISCELLANEOUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
157,999.36-						
490 TRANSFERS FROM OTHER FUNDS	177,749.28- 269,998.00	179,675	179,675	379,688		379,688

100-000990-5-0000380.00 MAINTENANCE AGREEMENTS	7,545.26 8,578.96 11,675.52	15,000		15,000		15,000
COPIER MAINT,HEART TECH,POSTAGE MACHINE			**	15,000		
100-000990-5-0000503.00 TELEPHONE	18,890.18 24,599.16 34,621.88	35,000		35,000		35,000
TELEPHONE			**	35,000		
100-000990-5-0000601.00 AUDITING FEES	34,800.00 30,000.00 30,000.00	35,000		35,000		35,000
AUDITOR			**	35,000		
100-000990-5-0000659.00 CITYLINK CONTRACT	105,140.52 92,103.48	62,000		85,000		85,000
CITILINK CONTRACT			**	85,000		
100-000990-5-0000681.00 HOME RULE TAX REBATE	7,984.43 18,128.31 24,154.94	30,000		30,000		30,000
SALES TAX REBATES			**	30,000		
100-000990-5-0000909.00 POLICE AND FIRE COMMISSIO	4,810.24 14,335.22 31,196.59	15,000		15,000		15,000
			**	15,000		
74,030.11						
530 CONTRACTUAL	200,782.17 223,752.41	192,000		215,000		215,000

100-000990-5-0000990.00 MISCELLANEOUS	440.46 944.01 2,189.01			35,000		35,000
district 108 tif agreement			**	35,000		
440.46						
560 OTHER EXPENDITURES	944.01 2,189.01			35,000		35,000

FUND 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 1/31/10
 FISCAL MONTH: 09 75.00%

REPORT PRINT DATE- 1/28/10
 PAGE 87

PGM/ACT GENERAL MISCELLANEOUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
100-000990-5-0000904.00 INTEREST PAID	66,790.78 55,795.16 115,285.45	71,808	71,808	57,808		57,808
34.61% herget			**	16,603		
series 2003 go bonds			**	11,805		
2005 mcb			**	29,400		
100-000990-5-0000910.00 BOND PRINCIPAL RETIRED	412,624.38 227,624.38 356,843.75	344,625	344,625	349,624		349,624
34.61% herget			**	127,624		
series 2003 go bonds			**	110,000		
2005 mcb			**	112,000		
580 DEBT SERVICE	479,415.16 283,419.54 472,129.20	416,433	416,433	407,432		407,432

GENERAL MISCELLANEOUS	13,239,494.76- 14,001,756.07- 17,909,232.28	18,254,349	18,254,349	16,792,415		16,792,415
EXPENSE	553,885.73 485,145.72 698,070.62	608,433	416,433	657,432		657,432

FUND- 100 GENERAL FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD 1/31/10
FISCAL M%NTH: 75.00

REPORT PRINT DATE- 1/28/10
PAGE 88

PGM/ACT GENERAL MISCELLANEOUS

ADDITIONAL DEPARTMENTAL NOTES

GENERAL FUND	REVENUE	14,810,000.74- 15,547,174.85- 19,676,448.16	19,977,652	19,587,607	18,529,364	18,529,364
	EXPENSE	12,336,691.13 12,603,782.22 16,192,000.42	17,658,458	3,956,104	17,585,532	17,585,532

PGM/ACT TOURISM

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
208-000208-4-0000110.05 HOME RULE MOTEL TAX	84,183.28- 136,113.27- 145,173.15	135,000		125,000		125,000
LOWER DUE TO HOLIDAY INN FIRE			**	125,000		
400 TAXES	84,183.28- 136,113.27- 145,173.15	135,000		125,000		125,000

208-000208-5-0000201.00 OFFICE SUPPLIES	657.32 242.16 24.00	150	150	150		150
			**	150		
208-000208-5-0000204.00 POSTAGE	261.37 436.57 513.89	500	500	500		500
			**	500		
520 COMMODITIES	918.69 678.73 537.89	650	650	650		650

208-000208-5-0000187.00 MILEAGE	52.80 199.08	500	500	500		500
			**	500		
208-000208-5-0000190.00 TRAINING AND EDUCATION	91.72	1,400	1,400	1,400		1,400
State Tourism Training			**	500		
Regional Tourism Training			**	500		
Scenic Byway Meetings			**	400		
208-000208-5-0000503.00 TELEPHONE			**			

208-000208-5-0000510.00 PRINTING AND PUBLICATIONS	2,190.00 16,219.50 12,808.80	7,250	7,250	7,250		7,250
Ads w/ Varsity, Royal Publishing, Canton Daily Ledger			**	2,500		
Peoria Area Convention & Visitor Ad			**	1,250		
Printing Projects			**	3,500		
208-000208-5-0000516.00 DUES AND SUBSCRIPTIONS	27,625.00 33,200.00 22,225.00	53,500	53,500	56,000		56,000

PGM/ACT TOURISM

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Illinois River Country				** 10,000		
Illinois Byway Nature Tourism				** 7,500		
Main Street				** 20,000		
Chamber Dues				** 13,500		
Heartland Water Resources				** 5,000		

208-000208-5-0000542.00 MEALS, LODGING	4,008.71	500	500	500		500
Organizations and Expos				** 500		

208-000208-5-0000731.00 GRANTS	27,808.96 12,566.73 20,144.47	50,000	50,000	50,000		50,000
Tourism Grants				** 50,000		

208-000208-5-0000981.00 PUBLIC RELATIONS	680.00	6,000	6,000	4,000		4,000
Goodie Bags				** 500		
Shirts				** 1,500		
Pens				** 750		
Mugs				** 750		
Bags				** 500		

530 CONTRACTUAL	62,365.47					
	62,277.03 55,178.27	119,150	119,150	119,650		119,650

TOURISM	REVENUE	84,183.28- 136,113.27- 145,173.15	135,000		125,000	125,000
	EXPENSE	63,284.16 62,955.76 55,716.16	119,800	119,800	120,300	120,300

FUND- 208 TOURISM FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 90

PGM/ACT TOURISM

ADDITIONAL DEPARTMENTAL NOTES

TOURISM FUND	REVENUE	84,183.28- 136,113.27- 145,173.15	135,000		125,000	125,000
	EXPENSE	63,284.16 62,955.76 55,716.16	119,800	119,800	120,300	120,300

PGM/ACT GARBAGE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
223-000023-4-0000594.00 SPECIAL REFUSE PICKUPS	2,160.00- 1,368.00- 2,768.00	3,000	3,000	3,000		3,000
			**	3,000		

420 FEES/CHARGES FOR SERVICES	2,160.00- 1,368.00- 2,768.00	3,000	3,000	3,000		3,000

223-000023-4-0000910.00 RENTAL OF MUNICIPAL PROPE	28,069.50- 31,256.00- 34,229.23	30,000	30,000	30,000		30,000
			**	30,000		

223-000023-4-0000915.00 SALE OF MUNICIPAL PROPERT	25,333.00- 29,111.00- 39,409.25	20,000	20,000	20,000		20,000
			**	20,000		

470 OTHER REVENUE	53,402.50- 60,367.00- 73,638.48	50,000	50,000	50,000		50,000

223-000023-5-0000116.00 SALARY: ALL PERSONNEL	187,260.51 192,496.25 239,356.39	236,997		247,786		247,786

223-000023-5-0000150.00 OVERTIME	8,653.49 10,510.75 14,351.00	9,491		12,315		12,315

223-000023-5-0000170.00 OASDI/CITY SHARE 6.2%	12,537.14 12,756.19 16,006.83	15,282		16,126		16,126

223-000023-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,932.05 2,983.36 3,743.40	3,574		3,771		3,771

223-000023-5-0000174.01 IMRF	16,336.06 15,968.13 20,527.88	22,184		26,904		26,904

223-000023-5-0000180.00 GROUP INSURANCE	40,067.97 61,634.34 75,388.59	110,510		54,479		54,479

223-000023-5-0000183.00 WORKERS COMP INSURANCE	13,406.00 14,745.50	13,406		11,796		11,796

PGM/ACT GARBAGE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
510 PERSONNEL	281,193.22 296,349.02 384,119.59	411,444		373,177		373,177

223-000023-5-0000201.00 OFFICE SUPPLIES	290.31 459.81 649.06	7,500	7,500	500		500
STAPLES, COPY PAPER				**		
223-000023-5-0000204.00 POSTAGE	691.58 754.56 183.36			700		700
POSTAGE				**		
223-000023-5-0000220.00 PHOTOGRAPHIC SUPPLIES						
PHOTOGRAPHIC SUPPLIES				**		
223-000023-5-0000224.00 GENERAL SUPPLIES	1,062.46 1,444.80 840.16	750	750	1,500		1,500
GENERAL SUPPLIES - DUCT TAPE, PAINT BRUSHES, KEYS, DROP CORD				**	1,500	
GLOVES, BUNGEE CORDS, CLEANING SUPPLIES				**		
520 COMMODITIES	2,044.35 2,659.17 1,672.58	8,250	8,250	2,700		2,700

223-000023-5-0000181.00 LIABILITY INSURANCE PACKA	11,377.00 20,000.00	11,377		6,450		6,450
IML PREMIUM				**	6,450	
223-000023-5-0000240.00 LEASE/RENTAL OF EQUIPMENT						
LEASE/RENTAL OF EQUIPMENT				**		
223-000023-5-0000290.00 EQUIPMENT	26,287.23 27,030.51 52,641.85	10,000	10,000	10,000		10,000
EQUIPMENT - BROOMS, SHOVELS, RAIN SUITS, JACKETS				**	10,000	
223-000023-5-0000340.00 AUTOMOTIVE EXPENSE	94,760.04 100,721.75 107,829.85	65,000	65,000	85,000		85,000

PGM/ACT GARBAGE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
AUTOMOTIVE EXPENSE - NECESSARY REPAIRS				** 85,000		

223-000023-5-0000344.00 EQUIPMENT REPAIRS						
EQUIPMENT REPAIRS				**		

223-000023-5-0000380.00 MAINTENANCE AGREEMENTS	20.00 760.53 263.70	240	240	250		250
MAINTENANCE AGREEMENTS - COPY MACHINE				** 250		

223-000023-5-0000501.00 UTILITIES	1,288.54 1,597.05 2,414.50	2,000	2,000	2,500		2,500
UTILITIES - AMEREN, IAW				** 2,500		

223-000023-5-0000503.00 TELEPHONE	1,073.87 1,318.13 2,111.73	500	500	1,500		1,500
TELEPHONE - DESK PH & 2 CELL PHONES				** 1,500		

223-000023-5-0000510.00 PRINTING AND PUBLICATIONS	240.40 546.00	300	300	350		350
PRINTING AND PUBLICATIONS - ENVELOPES & BUSINESS CARDS				** 350		

223-000023-5-0000516.00 DUES AND SUBSCRIPTIONS	82.50 99.75 254.49	260	260	250		250
DUES AND SUBSCRIPTIONS - PEKIN TIMES, APWA & ROTARY				** 250		

223-000023-5-0000542.00 MEALS, LODGING						
MEALS AND LODGING				**		

223-000023-5-0000543.00 UNIFORMS AND TOOLS	1,304.66 681.57 1,146.91	1,980	1,980	1,750		1,750
UNIFORMS AND TOOLS - JEANS, JACKETS & T-SHIRTS				** 1,750		

223-000023-5-0000550.00 RADIO EXPENSE	579.15 393.60 112.43	500	500	500		500
RADIO EXPENSE - REPLACE ANTENNA				** 500		

223-000023-5-0000561.00 GASOLINE/DIESEL FUEL	49,873.06 78,398.01 115,735.34	96,000	96,000	98,000		98,000

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 94

PGM/ACT GARBAGE

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
GASOLINE/DIESEL FUEL - APPROXIMATELY 33,000 GALS				**	98,000		
223-000023-5-0000572.00 LICENSE AND INSPECTION FE					180		180
LICENSE AND INSPECTION FEE - CDL REIMBURSEMENT				**	180		
	94.00		100	100	300		300
223-000023-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	40.00				300		300
MEDICAL EXPENSE/SUPPLIES - RANDOM DRUG & ALCOHOL, 1ST AID SU				**	300		
223-000023-5-0000599.00 PROVISIONS FOR BAD DEBTS	1,335.00						
PROVISIONS FOR BAD DEBT	8,743.77-			**			
223-000023-5-0000601.00 AUDITING FEES							
AUDITING FEES				**			
	552.50						
223-000023-5-0000612.00 ENGINEERING FEES							
ENGINEERING FEES				**			
223-000023-5-0000664.00 GARBAGE REMOVAL CONTRACT							
GARBAGE REMOVAL CONTRACT				**			
223-000023-5-0000665.00 LANDFILL EXPENSE	244,034.42		378,000	378,000	385,000		385,000
	246,012.71						
	346,161.97						
LANDFILL EXPENSE - \$33.00 X 12,000 TONS				**	385,000		
223-000023-5-0000690.00 OTHER CONTRACTUAL SERVICE	1,416.07						
OTHER CONTRACTUAL SERVICE				**			
223-000023-5-0000998.01 COMPUTER SOFTWARE							
COMPUTER SOFTWARE				**			
	431,326.97						
530 CONTRACTUAL		458,589.01	566,257	554,880	592,030		592,030
		641,931.07					

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 95

PGM/ACT GARBAGE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
223-000023-5-0000870.00 MACHINERY AND EQUIPMENT						
MACHINERY AND EQUIPMENT				**		
223-000023-5-0000870.01 LEASE / PURCHASE EQUIPMEN						
LEASE/PURCHASE EQUIPMENT				**		
223-000023-5-0000871.00 OFFICE EQUIPMENT AND FURN						
OFFICE EQUIPMENT AND FURNITURE				**		
223-000023-5-0000875.00 VEHICLES	291,740.00					
VEHICLES				**		
550 CAPITAL OUTLAY	291,740.00					

223-000023-5-0000906.00 BANK CHARGES						
BANK CHARGES				**		
223-000023-5-0000989.00 NON SUFFICIENT FUNDS	25.00-					
NON SUFFICIENT FUNDS	25.00-			**		
223-000023-5-0000990.00 MISCELLANEOUS						
MISCELLANEOUS				**		
560 OTHER EXPENDITURES	25.00-					
	25.00-					

223-000023-5-0000904.00 INTEREST PAID	5,835.50 12,876.47 14,879.25	10,466	10,466	8,055		8,055
2004 herget 16.79%				** 8,055		

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 96

PGM/ACT GARBAGE

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
223-000023-5-0000910.00 BOND PRINCIPAL RETIRED	61,913.12 61,913.12 59,000.00		61,914	61,914	61,913		61,913
BOND PRINCIPAL RETIRES				**	61,913		
67,748.62							
580 DEBT SERVICE	74,789.59 73,879.25		72,380	72,380	69,968		69,968

223-000023-5-0000410.00 TRANSFER TO GENERAL FUND	27,922.44 35,900.28 31,911.36		47,867	47,867			
TRANSFER TO GENERAL FUND				**			
27,922.44							
590 TRANSFERS TO OTHER FUNDS	35,900.28 31,911.36		47,867	47,867			

GARBAGE	55,562.50- 61,735.00- 76,406.48		53,000	53,000	53,000		53,000
REVENUE							
EXPENSE	810,235.60 1,160,002.07 1,133,488.85		1,106,198	683,377	1,037,875		1,037,875

FUND- 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 97

PGM/ACT GARBAGE

ADDITIONAL DEPARTMENTAL NOTES

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 98

PGM/ACT YARD WASTE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
223-000025-5-0000116.00 SALARY: ALL PERSONNEL	85,560.76 109,988.29 117,779.28	123,101		112,099		112,099
223-000025-5-0000150.00 OVERTIME	3,587.51 3,638.87 5,796.27	4,914		4,243		4,243
223-000025-5-0000170.00 OASDI/CITY SHARE 6.2%	5,696.24 7,253.55 7,834.67	7,937		7,213		7,213
223-000025-5-0000170.01 MEDICARE/CITY SHARE 1.45%	1,332.20 1,696.34 1,832.43	1,856		1,687		1,687
223-000025-5-0000174.01 IMRF	7,381.15 7,643.61 10,140.16	11,521		13,452		13,452
223-000025-5-0000180.00 GROUP INSURANCE	21,009.16 27,520.56 27,520.56	60,513		32,057		32,057
223-000025-5-0000182.00 UNEMPLOYMENT INSURANCE						
223-000025-5-0000183.00 WORKERS COMP INSURANCE	6,722.00 7,151.00	6,722		11,796		11,796
510 PERSONNEL 131,289.02	157,741.22 178,054.37	216,564		182,547		182,547

223-000025-5-0000201.00 OFFICE SUPPLIES						
OFFICE SUPPLIES				**		
223-000025-5-0000204.00 POSTAGE						
POSTAGE				**		
223-000025-5-0000220.00 PHOTOGRAPHIC SUPPLIES						

PGM/ACT YARD WASTE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
PHOTOGRAPHIC SUPPLIES				**		
223-000025-5-0000224.00 GENERAL SUPPLIES	59.60 92.11 143.07	250	250	150		150
GENERAL SUPPLIES - FLOOR DRY, GLOVES, YARDWASTE BAGS				**	150	
520 COMMODITIES	59.60 92.11 143.07	250	250	150		150

223-000025-5-0000181.00 LIABILITY INSURANCE PACKA	4,250.00	4,250	4,250	5,147		5,147
IML PREMIUM	2,000.00			**	5,147	
223-000025-5-0000187.00 MILEAGE						
MILEAGE				**		
223-000025-5-0000190.00 TRAINING AND EDUCATION						
TRAINING AND EDUCATION				**		
223-000025-5-0000240.00 LEASE/RENTAL OF EQUIPMENT						
LEASE/RENTAL OF EQUIPMENT				**		
223-000025-5-0000290.00 EQUIPMENT						
EQUIPMENT				**		
223-000025-5-0000340.00 AUTOMOTIVE EXPENSE	25,233.70 40,733.56 65,049.36	29,000	29,000	29,000		29,000
AUTOMOTIVE EXPENSE - NECESSARY REPAIRS & MAINTENANCE				**	29,000	
223-000025-5-0000344.00 EQUIPMENT REPAIRS		500	500	300		300
EQUIPMENT REPAIRS - POWER WASHER & GB CONTAINER WELDER				**	300	
223-000025-5-0000380.00 MAINTENANCE AGREEMENTS						

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 100

PGM/ACT YARD WASTE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST

223-000025-5-0000503.00 TELEPHONE						
TELEPHONE				**		

223-000025-5-0000510.00 PRINTING AND PUBLICATIONS	554.72 155.39 403.44	500	500	350		350
PRINTING AND PUBLICATIONS - VIOLATION & YW STICKERS				**	350	

223-000025-5-0000516.00 DUES AND SUBSCRIPTIONS						
DUES AND SUBSCRIPTIONS				**		

223-000025-5-0000542.00 MEALS, LODGING						
MEALS AND LODGING				**		

223-000025-5-0000543.00 UNIFORMS AND TOOLS	704.21 524.44 334.23	660	660	600		600
UNIFORMS AND TOOLS - JACKETS, JEANS & T SHIRTS				**	600	

223-000025-5-0000550.00 RADIO EXPENSE		200	200	200		200
RADIO EXPENSE - REPLACE ANTENNA	15.90			**	200	

223-000025-5-0000561.00 GASOLINE/DIESEL FUEL	3,232.88 24,186.55 25,617.86	37,500	37,500	7,500		7,500
GASOLINE/DIESEL FUEL - APPROXIMATELY 12, 500 GALS				**	7,500	

223-000025-5-0000572.00 LICENSE AND INSPECTION FE	50.00			120		120
CDL REIMBURSEMENTS				**	120	

223-000025-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	124.00 110.00	100	100	100		100
MEDICAL EXPENSE/SUPPLIES - 1ST AID KITS & RANDOM DRUG & ALCO				**	100	
HOL				**		
PROVISIONS FOR BAD DEBT				**		
AUDITING FEES				**		

223-000025-5-0000612.00 ENGINEERING FEES						

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 101

PGM/ACT YARD WASTE

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
ENGINEERING FEES					**		
GARBAGE REMOVAL CONTRACT					**		

223-000025-5-0000665.01 COMPOST SITE EXPENSE	59,114.50	65,831.25	75,000	75,000	75,000		75,000
	74,914.13						
COMPOST EXPENSE - COMPOST COST					**	75,000	

223-000025-5-0000690.00 OTHER CONTRACTUAL SERVICE		814.28					
OTHER CONTRACTUAL SERVICE					**		

530 CONTRACTUAL	93,214.01	131,481.19	147,710	147,710	118,317		118,317
		169,259.20					

223-000025-5-0000870.00 MACHINERY AND EQUIPMENT							
MACHINERY AND EQUIPMENT					**		

223-000025-5-0000870.01 LEASE / PURCHASE EQUIPMEN							
LEASE/PURCHASE EQUIPMENT					**		

223-000025-5-0000871.00 OFFICE EQUIPMENT AND FURN							
OFFICE EQUIPMENT AND FURNITURE					**		

223-000025-5-0000875.00 VEHICLES							
VEHICLES					**		

550 CAPITAL OUTLAY							

223-000025-5-0000990.00 MISCELLANEOUS							
MISCELLANEOUS					**		
COMPUTER SOFTWARE					**		

223-000025-5-0000999.00 DEPRECIATION EXPENSE							

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 102

PGM/ACT YARD WASTE

2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
---	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------

DEPRECIATION EXPENSE

**

560 OTHER EXPENDITURES

YARD WASTE

REVENUE

EXPENSE	224,562.63 289,314.52 347,456.64	364,524	147,960	301,014	301,014
---------	--	---------	---------	---------	---------

FUND- 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 103

PGM/ACT YARD WASTE

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT RECYCLING

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
223-000026-4-0000427.00 COUNTY GRANTS	67,000.00- 67,000.00- 67,000.00	67,000		67,000		67,000
TAZEWELL CO GRANT			**	67,000		
67,000.00-						
410 INTERGOVERNMENTAL	67,000.00- 67,000.00	67,000		67,000		67,000

223-000026-5-0000116.00 SALARY: ALL PERSONNEL	92,556.77 105,959.68 136,077.10	176,790		168,875		168,875
223-000026-5-0000150.00 OVERTIME	3,261.45 3,889.88 5,141.46	4,272		4,670		4,670
223-000026-5-0000170.00 OASDI/CITY SHARE 6.2%	6,139.47 7,025.31 8,931.04	11,226		10,760		10,760
223-000026-5-0000170.01 MEDICARE/CITY SHARE 1.45%	1,435.83 1,642.94 2,088.77	2,625		2,516		2,516
223-000026-5-0000174.01 IMRF	7,084.75 7,620.88 11,745.01	16,296		20,265		20,265
223-000026-5-0000180.00 GROUP INSURANCE	25,655.30 40,719.06 45,489.06	79,839		49,367		49,367
223-000026-5-0000183.00 WORKERS COMP INSURANCE	7,858.00 7,979.50	7,858		6,888		6,888
143,991.57						
510 PERSONNEL	166,857.75 217,451.94	298,906		263,341		263,341

223-000026-5-0000201.00 OFFICE SUPPLIES						

223-000026-5-0000204.00 POSTAGE						

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 105

PGM/ACT RECYCLING

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
POSTAGE					**		

223-000026-5-0000220.00 PHOTOGRAPHIC SUPPLIES							
PHOTOGRAPHIC SUPPLIES					**		

223-000026-5-0000224.00 GENERAL SUPPLIES		59.60 180.56 101.68			750		750
GENERAL SUPPLIES - GLOVES, BUNGEE CORDS, DUCT TAPE, KEYS				**	750		

520 COMMODITIES	59.60	180.56 127.10			750		750

223-000026-5-0000181.00 LIABILITY INSURANCE PACKA		2,344.00	2,344		2,291		2,291
IML PREMIUM		2,300.00		**	2,291		

223-000026-5-0000187.00 MILEAGE							
MILEAGE				**			

223-000026-5-0000190.00 TRAINING AND EDUCATION					500		500
TRAINING AND EDUCATION - RC SEMINAR				**	500		

223-000026-5-0000240.00 LEASE/RENTAL OF EQUIPMENT							
LEASE/RENTAL OF EQUIPMENT				**			

223-000026-5-0000290.00 EQUIPMENT							
EQUIPMENT REPAIRS				**			

223-000026-5-0000340.00 AUTOMOTIVE EXPENSE		9,601.66 10,904.91 16,614.65	15,000	15,000	25,000		25,000
AUTOMOTIVE EXPENSE - NECESSARY REPAIRS & MAINTENANCE				**	25,000		

223-000026-5-0000344.00 EQUIPMENT REPAIRS							

PGM/ACT RECYCLING

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
EQUIPMENT REPAIRS				**		

223-000026-5-0000380.00 MAINTENANCE AGREEMENTS						

223-000026-5-0000503.00 TELEPHONE						
TELEPHONE				**		

223-000026-5-0000510.00 PRINTING AND PUBLICATIONS	155.40			350		350
PRINTING AND PUBLICATIONS - RC BROCHURES			**	350		

223-000026-5-0000516.00 DUES AND SUBSCRIPTIONS						
DUES AND SUBSCRIPTIONS			**			

223-000026-5-0000542.00 MEALS, LODGING						
MEALS AND LODGING			**			

223-000026-5-0000543.00 UNIFORMS AND TOOLS	1,069.15 50.00 164.00	660	660	450		450
UNIFORMS AND TOOLS - JEANS, JACKETS & T-SHIRTS			**	450		

223-000026-5-0000550.00 RADIO EXPENSE	14.75 487.37	500	500	1,000		1,000
RADIO EXPENSE- REPLACE ANTENNA			**	1,000		

223-000026-5-0000561.00 GASOLINE/DIESEL FUEL	6,549.64 12,843.19 20,716.21	10,800	10,800	15,000		15,000
GASOLINE/DIESEL FUEL - APPROXIMATELY 18,000 GALS			**	15,000		

223-000026-5-0000572.00 LICENSE AND INSPECTION FE	50.00	100	100	230		230
CDL REIMBURSEMENTS			**	230		

223-000026-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	70.00 40.00	100	100	100		100
1ST AID KITS & RANDOM DRUG & ALCO			**	100		

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 107

PGM/ACT RECYCLING

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST

223-000026-5-0000612.00 ENGINEERING FEES							

223-000026-5-0000665.02 RECYCLING EXPENSE	69,930.00		100,000	100,000	125,000		125,000
	69,740.00						
	77,500.75						
RECYCLING EXPENSE - COST TO EMPTY PRODUCT				**	125,000		

223-000026-5-0000690.00 OTHER CONTRACTUAL SERVICE							
	657.61						
OTHER CONTRACTUAL SERVICE				**			

89,564.45							
530 CONTRACTUAL	93,798.25		129,504	127,160	169,921		169,921
	118,440.59						

223-000026-5-0000870.00 MACHINERY AND EQUIPMENT							
MACHINERY AND EQUIPMENT				**			

223-000026-5-0000870.01 LEASE / PURCHASE EQUIPMEN							
LEASE/PURCHASE EQUIPMENT				**			

223-000026-5-0000871.00 OFFICE EQUIPMENT AND FURN							
OFFICE EQUIPMENT AND FURNITURE				**			

223-000026-5-0000875.00 VEHICLES			70,000	70,000			
VEHICLES				**			

550 CAPITAL OUTLAY			70,000	70,000			

223-000026-5-0000990.00 MISCELLANEOUS							

223-000026-5-0000999.00 DEPRECIATION EXPENSE							

FUND 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 108

PGM/ACT RECYCLING

2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
---	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------

560 OTHER EXPENDITURES

RECYCLING	REVENUE	67,000.00- 67,000.00- 67,000.00	67,000		67,000
	EXPENSE	233,615.62 260,836.56 336,019.63	498,410	197,160 434,012	434,012

FUND- 223 SOLID WASTE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 109

PGM/ACT RECYCLING

ADDITIONAL DEPARTMENTAL NOTES

SOLID WASTE FUND	REVENUE	122,562.50- 128,735.00- 143,406.48	120,000	53,000	120,000	120,000
	EXPENSE	1,268,413.85 1,710,153.15 1,816,965.12	1,969,132	1,028,497	1,772,901	1,772,901

PGM/ACT UTILITY BILLING

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000029-4-0000425.00 FEDERAL GRANTS				450,000		450,000
STAG GRANT				** 450,000		

410 INTERGOVERNMENTAL				450,000		450,000

231-000029-4-0000520.00 SEWAGE TREATMENT - N PEKI	37,819.57- 46,034.71- 51,708.41	30,000	30,000	60,000		60,000
N Pekin				** 60,000		

231-000029-4-0000529.00 SEWER CONNECTION FEES	39,000.00- 74,000.00- 65,500.00	155,000	155,000	95,000		95,000
sewer tap fees				** 95,000		

231-000029-4-0000591.00 BASIC SERVICE FEES	1,508,077.49- 1,760,469.28- 2,412,575.47	2,450,000	2,450,000	2,450,000		2,450,000
user fees				** 2,450,000		

231-000029-4-0000592.00 SURCHARGE	34,302.75- 13,476.52- 81,311.45	60,000	60,000	60,000		60,000
				** 60,000		

1,619,199.81-						
420 FEES/CHARGES FOR SERVICES	1,893,980.51- 2,611,095.33	2,695,000	2,695,000	2,665,000		2,665,000

231-000029-4-0000209.00 SEWER CONTRACTORS LICENSE	1,100.00- 1,100.00- 2,900.00	3,000	3,000	2,000		2,000
sewer contractor license				** 2,000		

231-000029-4-0000272.00 SEWER PERMITS	3,490.00- 5,570.00- 7,745.00	7,500	7,500	7,500		7,500
sewer permits				** 7,500		

4,590.00-						
440 LICENSES AND PERMITS	6,670.00- 10,645.00	10,500	10,500	9,500		9,500

FUND 231 SEWERAGE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 111

PGM/ACT UTILITY BILLING

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000029-4-0000901.00 INTEREST EARNINGS	133,066.36- 56,858.20- 113,883.35	104,000	104,000	96,000		96,000
				** 96,000		

133,066.36- 460 INVESTMENT EARNINGS	56,858.20- 113,883.35	104,000	104,000	96,000		96,000

231-000029-4-0000905.00 LIEN FILE & RELEASE FEES	51.50			200		200
				** 200		

470 OTHER REVENUE	51.50			200		200

UTILITY BILLING	REVENUE	1,756,856.17- 1,957,508.71- 2,735,675.18	2,809,500	2,809,500	3,220,700	3,220,700
	EXPENSE					

FUND- 231 SEWERAGE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 112

PGM/ACT UTILITY BILLING

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT SEWER OPERATIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000030-5-0000116.00 SALARY: ALL PERSONNEL	49,063.29 68,586.82 83,019.52	139,042		103,222		103,222
231-000030-5-0000170.00 OASDI/CITY SHARE 6.2%	3,836.38 5,155.91 6,323.53	8,621		6,400		6,400
231-000030-5-0000170.01 MEDICARE/CITY SHARE 1.45%	897.25 1,205.84 1,478.87	2,016		1,497		1,497
231-000030-5-0000174.01 IMRF	4,493.92 6,413.21 8,741.38			12,387		12,387
231-000030-5-0000180.00 GROUP INSURANCE				20,658		20,658
231-000030-5-0000183.00 WORKERS COMP INSURANCE	6,997.00 8,368.00	6,997		4,088		4,088
510 PERSONNEL 65,287.84	81,361.78 107,931.30	156,676		148,252		148,252
231-000030-5-0000201.00 OFFICE SUPPLIES	62.48 59.87 42.48	100	100	250		250
pens, pencils, tablets, folders, etc.			**	250		
231-000030-5-0000204.00 POSTAGE		100	100	100		100
mailing letters			**	100		
231-000030-5-0000220.00 PHOTOGRAPHIC SUPPLIES		50	50	50		50
DVD's for camera van			**	50		
231-000030-5-0000224.00 GENERAL SUPPLIES	2,453.10 318.90 1,798.24	1,500	1,500	1,500		1,500
Cleaning supplies, batteries, root killer, nuts, bolts, etc.			**	1,500		
520 COMMODITIES 2,515.58	378.77 1,840.72	1,750	1,750	1,900		1,900

PGM/ACT SEWER OPERATIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000030-5-0000181.00 LIABILITY INSURANCE PACKA	4,906.00			5,397		5,397
IML PREMIUM	2,300.00		**	5,397		
231-000030-5-0000190.00 TRAINING AND EDUCATION		200	200	250		250
seminar fees for APWA, AWWA, & IEPA			**	250		
231-000030-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	2,912.05 2,095.25 120.52	300	300	500		500
rental of specialty items for sewer repairs			**	500		
231-000030-5-0000290.00 EQUIPMENT	253.05 3,048.39 4,070.58	5,000	5,000	50,000		50,000
telemetry system repairs and parts			**	50,000		
231-000030-5-0000340.00 AUTOMOTIVE EXPENSE	2,651.69 3,475.10 7,292.51	15,500	15,500	5,000		5,000
Vactor & camera van regular service			**	5,000		
231-000030-5-0000344.00 EQUIPMENT REPAIRS	37,332.09 17,498.54 42,512.07	12,000	12,000	20,000		20,000
Vactor & Camera repairs not vehicular (vacuum system, camera ,etc)			**	5,000		
Lift station repairs and service for generators			**	15,000		
231-000030-5-0000360.00 TREE REMOVAL / REPLACEMEN		1,500	1,500	2,500		2,500
tree trimming to clear line of sight for communications			**	2,500		
231-000030-5-0000501.00 UTILITIES	14,511.10 13,711.97 22,267.46	25,000	25,000	24,000		24,000
electric costs for lift stations (13 each)			**	24,000		
231-000030-5-0000550.00 RADIO EXPENSE	195.00 539.15 160.20	500	500	500		500
radio maintenance for vactor and camera van			**	500		
231-000030-5-0000561.00 GASOLINE/DIESEL FUEL	171.17 527.32 1,125.39	3,900	3,900	4,715		4,715

PGM/ACT SEWER OPERATIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
fuel for lift station generators ~200 gallons @ \$3.25			**	650		
750 gal @ \$3.25 vactor			**	2,440		
fuel for camera van and pickups ~ 500 gallons @ \$3.25			**	1,625		

231-000030-5-0000573.00 EPA PERMITS		5,000	5,000	5,000		5,000
NPDES Permit - CSO			**	5,000		

231-000030-5-0000590.00 MEDICAL EXPENSE/SUPPLIES		100	100	100		100
Hepatitis shots & medical supplies			**	100		

231-000030-5-0000612.00 ENGINEERING FEES		20,000	20,000	50,000		50,000
CSO design support for Long Term Control Plan compliance			**	50,000		

231-000030-5-0000613.00 TESTING FEES AND EXPENSES		5,000	5,000	10,000		10,000
CSO testing			**	10,000		

231-000030-5-0000640.00 SEWER MAINTENANCE AND IMP	42,535.99 147,764.98 99,068.37	106,000	106,000	120,000		120,000
sewer line and manhole repairs			**	120,000		

231-000030-5-0000690.00 OTHER CONTRACTUAL SERVICE	20,182.24 9,695.96 19,896.60	16,800	16,800	25,200		25,200
annual cleaning of State St. basin			**	14,000		
JULIE costs at 400 per month			**	5,200		
BACKFLOW PROGRAM			**	6,000		

530 CONTRACTUAL	125,650.38 198,356.66 198,813.70	216,800	216,800	323,162		323,162

231-000030-5-0000804.00 BUILDING PURCHASE/CONSTRU				10,000		10,000
repair of lift station buildings and compounds			**	10,000		

231-000030-5-0000870.00 MACHINERY AND EQUIPMENT	6,190.13	85,000	85,000	60,000		60,000
replacement pump for lift stations			**	25,000		

FUND 231 SEWERAGE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 116

PGM/ACT SEWER OPERATIONS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
telemetry system upgrade for lift stations(CONT 09 PROJECT)				** 35,000		

550 CAPITAL OUTLAY		85,000	85,000	70,000		70,000
	6,190.13					

SEWER OPERATIONS

REVENUE

EXPENSE	193,453.80 280,097.21 314,775.85	460,226	303,550	543,314		543,314
---------	--	---------	---------	---------	--	---------

FUND- 231 SEWERAGE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 117

PGM/ACT SEWER OPERATIONS

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT SEWAGE TREATMENT PLANT

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000031-5-0000116.00 SALARY: ALL PERSONNEL	190,476.46 179,870.23 223,330.35		295,246		306,213		306,213
231-000031-5-0000150.00 OVERTIME	20,968.27 28,831.01 29,518.26		36,196		48,100		48,100
231-000031-5-0000170.00 OASDI/CITY SHARE 6.2%	13,493.10 13,338.20 16,059.65		20,549		21,967		21,967
231-000031-5-0000170.01 MEDICARE/CITY SHARE 1.45%	3,155.64 3,119.44 3,755.87		4,806		5,138		5,138
231-000031-5-0000174.01 IMRF	18,605.41 17,693.07 22,308.23		29,830		36,746		36,746
231-000031-5-0000180.00 GROUP INSURANCE	40,920.07 55,035.09 45,070.59		90,347		59,388		59,388
231-000031-5-0000183.00 WORKERS COMP INSURANCE	11,977.00 8,345.00		11,977		10,553		10,553
510 PERSONNEL	299,595.95						
	297,887.04 348,387.95		488,951		488,105		488,105

231-000031-5-0000201.00 OFFICE SUPPLIES	829.18 824.87 1,049.48		1,250	1,250	1,400		1,400
office supplies -pens,tablets,binders, paper clips, etc.				**	500		
chart recorder papers and pens				**	900		
231-000031-5-0000204.00 POSTAGE	117.45 334.77 185.47		300	300	500		500
monthly IEPA report mailings & annual EPA test audit				**	500		
231-000031-5-0000222.00 CHEMICAL SUPPLIES	24,140.01 24,866.37 25,431.21		35,000	35,000	40,000		40,000
polymer for sludge processing				**	30,000		
chlorine for effluent & storm lagoon treatment				**	10,000		

PGM/ACT SEWAGE TREATMENT PLANT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000031-5-0000224.00 GENERAL SUPPLIES	22,653.43 19,652.86 20,306.06	5,500	5,500	9,500		9,500
rubber gloves & boots, ear plugs, face shields - safety equi pment)			**	3,000		
cleaning supplies (soap, disinfectant, towels, etc.)			**	1,500		
misc. nuts, bolts, nails, rulers, tape measures, flashlights , batteries)			**	2,500		
hoses, clamps, fittings			**	2,500		
47,740.07						
520 COMMODITIES	45,678.87 46,972.22	42,050	42,050	51,400		51,400

231-000031-5-0000181.00 LIABILITY INSURANCE PACKA	4,696.00 3,200.00	4,520		5,260		5,260
IML PREMIUM			**	5,260		
231-000031-5-0000190.00 TRAINING AND EDUCATION		2,250	2,250	1,200		1,200
operator certifications			**	1,200		
231-000031-5-0000226.00 LABORATORY EXPENSES	365.20 176.59	500	500	500		500
Ph & Cl testing supplies			**	500		
231-000031-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	13,889.82 8,405.02 4,536.07	7,500	7,500	9,000		9,000
sample box rental			**	2,500		
dumpster rental			**	3,500		
roll off dumpster for storm lagoon			**	3,000		
231-000031-5-0000290.00 EQUIPMENT	6,779.27 2,895.80 9,366.23	6,200	6,200	7,500		7,500
sump pumps			**	1,500		
lab supplies			**	2,500		
chlorine & Ph tester			**	1,500		
sampling supplies - dippers, nets, etc.			**	2,000		
231-000031-5-0000340.00 AUTOMOTIVE EXPENSE	7,165.94 3,450.83 9,022.05	7,000	7,000	5,500		5,500
truck maintenance			**	3,000		
vactor maintenance (shared with storm)			**	2,500		

PGM/ACT SEWAGE TREATMENT PLANT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000031-5-0000342.00 BUILDINGS AND GROUNDS REP	951.80 3,233.62 2,393.86	7,500	7,500	7,500		7,500
door repairs on shop bldg				** 5,000		
regular maintenance and replacement of bldgs & associated eq				** 2,500		
uip				**		
231-000031-5-0000344.00 EQUIPMENT REPAIRS	121,680.82 65,560.38 140,310.21	95,000	95,000	104,500		104,500
oil and lube for generators, compressors, & pumps				** 10,000		
filters, belts, spark plugs, gaskets, etc. to repair/maintain equip				** 7,500		
pump repairs - valves, impellers, volutes, etc.				** 15,000		
generator and blower repairs (CAT)				** 20,000		
electric blower repairs				** 12,000		
clarifier tank repairs				** 20,000		
unspecified emergency repairs				** 20,000		
231-000031-5-0000364.00 SLUDGE REMOVAL	169,580.25 87,972.50 91,984.19	120,000	120,000	145,000		145,000
sludge removal contract 2.5million gallons				** 145,000		
231-000031-5-0000380.00 MAINTENANCE AGREEMENTS	1,525.62 4,895.95 1,086.56	3,450	3,450	3,850		3,850
maintenance of G2 generator				** 2,400		
copier				** 200		
RPZ maintenance and certification				** 750		
fire extinguishers				** 500		
231-000031-5-0000501.00 UTILITIES	155,738.08 212,503.41 250,780.28	300,000	300,000	300,000		300,000
electricity and natural gas and water+C1262				** 300,000		
231-000031-5-0000503.00 TELEPHONE	350.84 328.31 746.67	1,000	1,000	750		750
telephone service - land and cell				** 750		
231-000031-5-0000510.00 PRINTING AND PUBLICATIONS	181.25	300	300	300		300
bid notices				** 300		
231-000031-5-0000516.00 DUES AND SUBSCRIPTIONS		250	250	125		125

PGM/ACT SEWAGE TREATMENT PLANT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
APWA dues				** 125		
231-000031-5-0000543.00 UNIFORMS AND TOOLS	235.09 256.08	1,250	1,250	1,500		1,500
t-shirts				** 250		
work boots 5 @ 200				** 1,000		
safety eye glasses				** 250		
231-000031-5-0000550.00 RADIO EXPENSE	660.50	1,000	1,000	1,000		1,000
radio maintenance				** 1,000		
231-000031-5-0000561.00 GASOLINE/DIESEL FUEL	5,240.77 7,577.97 3,551.65	3,120	3,120	2,600		2,600
gasoline 500 gallons @ \$3.25				** 1,625		
diesel 300 gallons @ \$3.25				** 975		
231-000031-5-0000573.00 EPA PERMITS	37,500.00 37,500.00 37,500.00	37,500	37,500	37,500		37,500
annual IEPA permit				** 37,500		
231-000031-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	215.25	1,000	1,000	1,000		1,000
medical supplies - bandaids, gauze, etc.				** 500		
medical exams				** 500		
231-000031-5-0000601.00 AUDITING FEES	3,200.00 3,500.00 3,960.00	5,000	5,000	5,000		5,000
annual audit				** 5,000		
231-000031-5-0000606.00 CORPORATE COUNSEL FEES	1,922.50 2,156.25 1,610.00	1,500	1,500	1,500		1,500
city attorney fees				** 1,500		
231-000031-5-0000612.00 ENGINEERING FEES	195,837.94 325,707.13 86,833.37			750,000		750,000
design plant expansion				** 750,000		
231-000031-5-0000613.00 TESTING FEES AND EXPENSES	15,416.32 19,491.62 25,031.07	40,000	40,000	40,000		40,000
PDC charges for testing support				** 40,000		

FUND 231 SEWERAGE FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 122

PGM/ACT SEWAGE TREATMENT PLANT

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
231-000031-5-0000666.00 PEST CONTROL			1,000	1,000	1,000		1,000
pest control - mosquitoes & critters				**	1,000		
231-000031-5-0000690.00 OTHER CONTRACTUAL SERVICE	30,182.97 35,142.48 46,031.29		33,000	33,000	38,000		38,000
clean tanks at plant 2 twice a year				**	12,000		
air tank, boiler, and backflow certifications				**	1,000		
roof 88 digester bldg				**	20,000		
new computer system for SCADA system				**	5,000		
530 CONTRACTUAL	772,024.14	821,216.86 718,772.67	679,840	675,320	1,470,085		1,470,085

231-000031-5-0000870.00 MACHINERY AND EQUIPMENT	6,840.00 9,127.00		1,025,000	1,025,000	655,796		655,796
Plant Upgrade Project				**	9,000,000		
LOAN/BOND				**	8,369,204-		
Replacement pump				**	25,000		
231-000031-5-0000875.00 VEHICLES			30,000	30,000	12,000		12,000
plant maintenance vehicle				**	12,000		
550 CAPITAL OUTLAY	6,840.00 9,127.00		1,055,000	1,055,000	667,796		667,796

SEWAGE TREATMENT PLANT	REVENUE						
	EXPENSE	1,119,360.16 1,171,622.77 1,123,259.84	2,265,841	1,772,370	2,677,386		2,677,386

FUND- 231 SEWERAGE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 123

PGM/ACT SEWAGE TREATMENT PLANT

ADDITIONAL DEPARTMENTAL NOTES

SEWERAGE FUND	REVENUE	1,756,856.17- 1,957,508.71- 2,735,675.18	2,809,500	2,809,500	3,220,700	3,220,700
	EXPENSE	1,312,813.96 1,451,719.98 1,438,035.69	2,726,067	2,075,920	3,220,700	3,220,700

FUND 232 STORM SEWER FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 124

PGM/ACT STORM SEWER DEPARTMENT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
232-000232-4-0000591.00 BASIC SERVICE FEES	1,050.00 850.00- 1,650.00	2,500	2,500	1,000		1,000
erosion control fees(unless user fee imposed)			**	1,000		
1,050.00						
420 FEES/CHARGES FOR SERVICES	850.00- 1,650.00	2,500	2,500	1,000		1,000

232-000232-5-0000116.00 SALARY: ALL PERSONNEL	74,817.90 90,642.67 137,151.33	76,403		103,222		103,222
232-000232-5-0000170.00 OASDI/CITY SHARE 6.2%	5,439.33 6,413.28 9,484.55	4,737		6,400		6,400
232-000232-5-0000170.01 MEDICARE/CITY SHARE 1.45%	1,272.06 1,499.85 2,218.11	1,108		1,497		1,497
232-000232-5-0000174.01 IMRF	1,512.98 5,224.28 13,139.54			12,387		12,387
232-000232-5-0000180.00 GROUP INSURANCE				14,215		14,215
232-000232-5-0000183.00 WORKERS COMP INSURANCE	3,526.00 1,511.00	3,526		4,088		4,088
86,568.27						
510 PERSONNEL	103,780.08 163,504.53	85,774		141,809		141,809

232-000232-5-0000201.00 OFFICE SUPPLIES				400		400
pens, paper, paper clips, etc.			**	400		
232-000232-5-0000204.00 POSTAGE	14.21	150	150	150		150
notices, letters, etc.			**	150		
232-000232-5-0000224.00 GENERAL SUPPLIES	2,441.41 3,570.30 396.47	500	500	3,500		3,500

PGM/ACT STORM SEWER DEPARTMENT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
tape measures, rulers, camera, marking paint, repair kits				** 3,500		

520 COMMODITIES	2,441.41 3,584.51 396.47	650	650	4,050		4,050

232-000232-5-0000181.00 LIABILITY INSURANCE PACKA	3,100.00	3,100		5,397		5,397
IML PREMIUM	10,000.00			** 5,397		

232-000232-5-0000190.00 TRAINING AND EDUCATION		250	250	250		250
APWA Conference				** 250		

232-000232-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	71.37	2,500	2,500	2,500		2,500
rental equipment				** 2,500		

232-000232-5-0000290.00 EQUIPMENT	67.40 1,652.96	1,000	1,000	1,000		1,000
root cutters, small equipment(tools)				** 1,000		

232-000232-5-0000340.00 AUTOMOTIVE EXPENSE	12,049.06 10,627.39 9,621.28	30,500	30,500	30,500		30,500
maintenance of sweepers & trucks				** 27,500		
maintenance of vactor shared with WWTP				** 3,000		

232-000232-5-0000344.00 EQUIPMENT REPAIRS	3,502.54	1,000	1,000	1,000		1,000
small equipment repair				** 1,000		

232-000232-5-0000550.00 RADIO EXPENSE	168.24 68.25	500	500	500		500
radios				** 500		

232-000232-5-0000561.00 GASOLINE/DIESEL FUEL				3,900		3,900
1200 gallons @ 3.25				** 3,900		

232-000232-5-0000573.00 EPA PERMITS	1,002.19 1,002.05 1,000.00	6,000	6,000	6,000		6,000

PGM/ACT STORM SEWER DEPARTMENT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
NPDES Permit - Stormwater				** 1,000		
NPDES Permit - CSO				** 5,000		

232-000232-5-0000612.00 ENGINEERING FEES	13,056.84 7,980.25	20,000	20,000	25,000		25,000
engineering support (Pat Meyers)				** 5,000		
engineering design				** 20,000		

232-000232-5-0000641.00 DRAINAGE IMPROVEMENTS	115,070.32 73,107.19 76,204.18	125,000	125,000	150,000		150,000
catch basin repairs				** 50,000		
DITCH STABILIZATIONS				** 100,000		

232-000232-5-0000690.00 OTHER CONTRACTUAL SERVICE	29,005.15 1,240.13 570.94	1,000	1,000	1,000		1,000
JULIE fees				** 1,000		

232-000232-5-0000854.00 DRAINAGE DISTRICT ASSESSM				3,000		3,000
LADD DRAINAGE ASSESSMENT				** 3,000		

160,365.49						
530 CONTRACTUAL	104,357.34 105,444.90	190,850	187,750	230,047		230,047

232-000232-5-0000806.01 SEWER REPAIR	15,068.00 19,026.25	100,000	100,000	100,000		100,000
ARLANN DITCH CLEAN & LINE				** 100,000		
LAKE KENNEDY CLEAN 100000 (FEE DEPENDENT)				**		
GENERAL DITCH CLEANING 150000 (FEE DEPENDENT)				**		

232-000232-5-0000875.00 VEHICLES	310,648.00 142,415.00	40,000	40,000			
Truck 1Ton, 4X4 (depending on personnel being hired)				**		

15,068.00						
550 CAPITAL OUTLAY	310,648.00 161,441.25	140,000	140,000	100,000		100,000

STORM SEWER DEPARTMENT	1,050.00 850.00-	2,500	2,500	1,000		1,000
	1,650.00					
	264,443.17 522,369.93 430,787.15	417,274	328,400	475,906		475,906
EXPENSE						

FUND- 232 STORM SEWER FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 127

PGM/ACT STORM SEWER DEPARTMENT

ADDITIONAL DEPARTMENTAL NOTES

STORM SEWER FUND	REVENUE	1,050.00 850.00- 1,650.00	2,500	2,500	1,000	1,000
	EXPENSE	264,443.17 522,369.93 430,787.15	417,274	328,400	475,906	475,906

PGM/ACT MOTOR FUEL TAX

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
240-000240-4-0000140.00 ILLINOIS MOTOR FUEL TAX	564,833.28- 659,083.91- 949,868.31	890,000		935,000		935,000
			**	935,000		
400 TAXES	564,833.28- 659,083.91- 949,868.31	890,000		935,000		935,000

240-000240-4-0000550.01 FRANCHISE FEE - CILCO	79,642.05- 96,874.01- 119,800.93	130,000	130,000	150,000		150,000
franchise fees			**	150,000		
420 FEES/CHARGES FOR SERVICES	79,642.05- 96,874.01- 119,800.93	130,000	130,000	150,000		150,000

240-000240-4-0000901.00 INTEREST EARNINGS	15,563.50- 46,020.36- 130,472.62	78,000	78,000	50,000		50,000
int earnings			**	50,000		
460 INVESTMENT EARNINGS	15,563.50- 46,020.36- 130,472.62	78,000	78,000	50,000		50,000

240-000240-5-0000230.00 TRAFFIC / STREET SIGNS AN	7,346.39 6,547.09 20,014.95			15,000		15,000
Electronic Equipment repairs-(Traffic Lights)			**	15,000		
520 COMMODITIES	7,346.39 6,547.09 20,014.95			15,000		15,000

240-000240-5-0000350.00 MATERIAL AND HAULING	55,466.81 55,208.41 85,616.39	75,000	75,000	75,000		75,000
Material and Hauling-(Rock, Guard Railing, Gravel)			**	75,000		
240-000240-5-0000360.00 TREE REMOVAL / REPLACEMEN	58,532.00 184,291.00 79,487.00	130,000	130,000	150,000		150,000
Tree removal/replacement-(remove/deadwood trees)			**	150,000		

PGM/ACT MOTOR FUEL TAX

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
240-000240-5-0000363.00 SNOW REMOVAL - SALT AND C	150,481.28	200,000	200,000	200,000		200,000
Snow removal-(Salt Brine, Calcium)				** 200,000		
240-000240-5-0000505.00 ELECTRICITY FOR STREET LI	164,198.86 199,794.74 246,042.61	250,000	250,000	225,000		225,000
Electricity for Street Lights (Franchise Reimb 50%)				** 225,000		
240-000240-5-0000506.00 ELECTRICITY FOR SIGNAL LI	6,746.35 7,815.07 9,450.56	12,000	12,000	15,000		15,000
Electricity for Traffic Lights-(Franchise Reimb 50%)				** 15,000		
240-000240-5-0000612.00 ENGINEERING FEES	29,171.02 61,158.15 685.43	70,000	70,000	275,000		275,000
SHERIDAN BRIDGE DESIGN				** 125,000		
PETRI/ELCAMINO EXTENSIONS				** 150,000		
240-000240-5-0000690.00 OTHER CONTRACTUAL SERVICE	11,713.83 24,195.34 20,062.14	18,000	18,000	18,000		18,000
Other Contractual-(Appraisal fees/studies)				** 18,000		
240-000240-5-0000690.01 STREET MAINTENANCE	464,384.77 500,000.00 393,518.08	500,000	500,000	144,000		144,000
Street Maintenance-(Annual Street Maint. Seal Coating)				** 500,000		
MFT RESERVES				** 356,000-		
790,213.64						
530 CONTRACTUAL	1,032,462.71 985,343.49	1,255,000	1,255,000	1,102,000		1,102,000

240-000240-5-0000805.00 STREET CONSTRUCTION	341,634.14 79,375.81			18,000		18,000
Parkway stimulus project				** 18,000		
550 CAPITAL OUTLAY	341,634.14 79,375.81			18,000		18,000

MOTOR FUEL TAX	660,038.83- 801,978.28-	1,098,000	208,000	1,135,000		1,135,000
REVENUE	1,200,141.86					
EXPENSE	797,560.03 1,380,643.94 1,084,734.25	1,255,000	1,255,000	1,135,000		1,135,000

FUND- 240 MOTOR FUEL TAX FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 130

PGM/ACT MOTOR FUEL TAX

ADDITIONAL DEPARTMENTAL NOTES

MOTOR FUEL TAX FUND	REVENUE	660,038.83- 801,978.28- 1,200,141.86	1,098,000	208,000	1,135,000	1,135,000
	EXPENSE	797,560.03 1,380,643.94 1,084,734.25	1,255,000	1,255,000	1,135,000	1,135,000

PGM/ACT HUD ADMINISTRATIVE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
261-000261-4-0000461.00 GRANT INCOME	190,713.19- 669,662.26- 117,275.49	239,833	239,833	201,570		201,570
			**	201,570		
261-000261-4-0000469.00 HUD EDFAP2 PROGRAM INCOME		45,000	45,000	8,000		8,000
			**	8,000		
410 INTERGOVERNMENTAL	190,713.19- 669,662.26- 117,275.49	284,833	284,833	209,570		209,570
261-000261-4-0000901.01 LOAN INTEREST	1,610.03- 996.43- 10,124.02			55,000		55,000
			**	55,000		
460 INVESTMENT EARNINGS	1,610.03- 996.43- 10,124.02			55,000		55,000
261-000261-5-0000116.00 SALARY: ALL PERSONNEL	44,090.19 23,697.11 68,657.37	51,909		70,661		70,661
261-000261-5-0000170.00 OASDI/CITY SHARE 6.2%	2,805.00 1,525.97 4,343.03	3,218		3,872		3,872
261-000261-5-0000170.01 MEDICARE/CITY SHARE 1.45%	655.98 356.86 1,015.70	753		906		906
261-000261-5-0000174.01 IMRF	3,996.04 2,897.82 6,042.40	4,672		728		728
261-000261-5-0000183.00 WORKERS COMP INSURANCE	135.00 282.00	135		149		149
510 PERSONNEL	51,682.21 28,477.76 80,340.50	60,687		76,316		76,316

PGM/ACT HUD ADMINISTRATIVE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
261-000261-5-0000201.00 OFFICE SUPPLIES	302.72 183.24 704.96	1,000		800		800
			**	800		
261-000261-5-0000204.00 POSTAGE	263.14 221.78 315.85	500		250		250
			**	250		
520 COMMODITIES 565.86	405.02 1,020.81	1,500		1,050		1,050

261-000261-5-0000187.00 MILEAGE	133.06 40.40 562.16	3,500		500		500
HUD RELATED IMHRA,CONTINUUM OF CARE,REGIONAL FAIR HOUSING			**	500		
261-000261-5-0000190.00 TRAINING AND EDUCATION	810.44 6.58	4,392		3,000		3,000
HUD MANDATED TRAINING			**	3,000		
261-000261-5-0000503.00 TELEPHONE	10.54 10.50 320.63	1,000		950		950
			**	950		
261-000261-5-0000510.00 PRINTING AND PUBLICATIONS	56.63 188.74 474.60	500		400		400
CDBG BROCHURES,REPORTS,FLYERS			**	400		
261-000261-5-0000516.00 DUES AND SUBSCRIPTIONS	10.00 260.00	300		300		300
IMHRA,PEKIN COALITION FOR EQUALITY			**	300		
261-000261-5-0000542.00 MEALS,LODGING	94.19 105.16	800		3,000		3,000
PEORIA, IMRA MEETINGS,CHICAGO,SPRINGFIELD			**	3,000		
261-000261-5-0000632.05 CONTRIBUTION TO UNITED WA	54,779.00 40,000.00	68,500		40,000		40,000
CHRISTIAN CIVIC OUTREACH			**	15,900		
HOUSE OF HOPE			**	11,600		

PGM/ACT HUD ADMINISTRATIVE

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
SALVATION ARMY				** 12,500		
261-000261-5-0000632.06 CONTRIB TO COALITION/EQUA	2,474.80 642.80 8,840.92	5,000		3,000		3,000
				** 3,000		
261-000261-5-0000690.01 STREET MAINTENANCE	116,500.00 199,999.00	115,000		91,000		91,000
SEALCOATING				** 91,000		
530 CONTRACTUAL 120,079.66	255,677.02 50,563.47	198,992		142,150		142,150

261-000261-5-0000840.09 GENERAL PUBLIC IMPROVEMEN	430,866.57			30,000		30,000
				** 30,000		
550 CAPITAL OUTLAY	430,866.57			30,000		30,000

HUD ADMINISTRATIVE REVENUE	192,323.22- 670,658.69- 127,399.51	284,833	284,833	264,570		264,570
EXPENSE	172,327.73 715,426.37 131,924.78	261,179		249,516		249,516

FUND- 261 HUD METRO DEVELOPMENT FUN

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 134

PGM/ACT HUD ADMINISTRATIVE

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT HUD CODE ENFORCEMENT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
261-000262-4-0000461.00 GRANT INCOME		49,550	49,550	40,226		40,226
				** 40,226		

410 INTERGOVERNMENTAL		49,550	49,550	40,226		40,226

261-000262-5-0000116.00 SALARY: ALL PERSONNEL	13,948.19 16,576.46 21,417.12	25,034		51,312		51,312

261-000262-5-0000170.00 OASDI/CITY SHARE 6.2%	955.89 1,056.65 1,353.02	1,552		3,181		3,181

261-000262-5-0000170.01 MEDICARE/CITY SHARE 1.45%	223.53 247.09 316.41	363		744		744

261-000262-5-0000174.01 IMRF	1,325.97 1,442.65 1,885.10	2,253		6,157		6,157

261-000262-5-0000180.00 GROUP INSURANCE	10,504.58 13,760.28 13,760.28			16,028		16,028

261-000262-5-0000183.00 WORKERS COMP INSURANCE	461.00 584.00	461		507		507

510 PERSONNEL	27,419.16					
	33,083.13 39,315.93	29,663		77,929		77,929

HUD CODE ENFORCEMENT	REVENUE	49,550	49,550	40,226		40,226
	EXPENSE	27,419.16 33,083.13 39,315.93	29,663	77,929		77,929

FUND- 261 HUD METRO DEVELOPMENT FUN

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 136

PGM/ACT HUD CODE ENFORCEMENT

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT HUD REHAB

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
261-000263-4-0000461.00 GRANT INCOME	120,149.68- 22,300.46- 94,474.36	122,691	122,691	124,146		124,146
			**	124,146		

120,149.68- 410 INTERGOVERNMENTAL	22,300.46- 94,474.36	122,691	122,691	124,146		124,146

261-000263-5-0000116.00 SALARY: ALL PERSONNEL	13,566.36 20,351.59 21,830.56	29,052		31,800		31,800

261-000263-5-0000170.00 OASDI/CITY SHARE 6.2%	857.08 1,286.43 1,367.56	1,801		1,972		1,972

261-000263-5-0000170.01 MEDICARE/CITY SHARE 1.45%	200.51 300.88 319.84	421		461		461

261-000263-5-0000174.01 IMRF	1,223.25 2,109.32 1,944.64	2,615		2,914		2,914

261-000263-5-0000180.00 GROUP INSURANCE	10,504.58 13,760.28 18,345.03	20,163		16,028		16,028

261-000263-5-0000183.00 WORKERS COMP INSURANCE	76.00 67.00	76		8,400		8,400

26,427.78 510 PERSONNEL	37,808.50 43,874.63	54,128		61,575		61,575

261-000263-5-0000204.00 POSTAGE	103.82 145.69 103.83	3,515		400		400
POSTAGE-PRE APPLICATIONS, AWARD LETTERS,			**	400		

103.82 520 COMMODITIES	145.69 103.83	3,515		400		400

261-000263-5-0000190.00 TRAINING AND EDUCATION	1,287.73	4,500		1,500		1,500

PGM/ACT HUD REHAB

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
			**	1,500		
261-000263-5-0000631.00 HUD RESIDENTIAL REHAB	52,582.25 36,272.20 36,063.13	53,000		40,000		40,000
			**	40,000		
261-000263-5-0000690.00 OTHER CONTRACTUAL SERVICE	11,956.92 13,516.87 20,675.36	24,000		25,000		25,000
PEKIN HOUSING AUTHORITY			**	25,000		
261-000263-5-0000998.01 COMPUTER SOFTWARE		3,000		1,650		1,650
ONE ROOF	700.00		**	1,650		
530 CONTRACTUAL	64,539.17					
	49,789.07 58,726.22	84,500		68,150		68,150

HUD REHAB	120,149.68- 22,300.46-	122,691	122,691	124,146		124,146
	94,474.36					
	91,070.77 87,743.26 102,704.68	142,143		130,125		130,125

FUND- 261 HUD METRO DEVELOPMENT FUN

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 139

PGM/ACT HUD REHAB

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT HUD HOME DEPT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
261-000264-4-0000461.00 GRANT INCOME	50,973.41- 111,499.78	184,716	184,716	174,000		174,000
			**	174,000		

410 INTERGOVERNMENTAL	50,973.41- 111,499.78	184,716	184,716	174,000		174,000

261-000264-5-0000190.00 TRAINING AND EDUCATION	132.30 106.62 679.67			10,000		10,000
			**	10,000		

261-000264-5-0000631.00 HUD RESIDENTIAL REHAB	63,246.05 28,496.58 105,331.87	174,716		164,000		164,000
RESIDENTIAL REHAB HUD/CDBG			**	48,000		
IHDA HOME GRANT ALLOC FOR RESIDENTIAL REHAB			**	116,000		

530 CONTRACTUAL	63,378.35 28,603.20 106,011.54	174,716		174,000		174,000

HUD HOME DEPT	50,973.41- 111,499.78	184,716	184,716	174,000		174,000
REVENUE						

EXPENSE	63,378.35 28,603.20 106,011.54	174,716		174,000		174,000

FUND- 261 HUD METRO DEVELOPMENT FUN

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 141

PGM/ACT HUD HOME DEPT

ADDITIONAL DEPARTMENTAL NOTES

FUND 261 HUD METRO DEVELOPMENT FUN

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 142

PGM/ACT EDFAP2

2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
---	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------

261-000265-4-0000469.00 HUD EDFAP2 PROGRAM INCOME	25		25		25
---	----	--	----	--	----

PROGRAM INCOME EDFAP2		**	25		
-----------------------	--	----	----	--	--

410 INTERGOVERNMENTAL	25		25		25
-----------------------	----	--	----	--	----

EDFAP2	REVENUE	25		25	25
--------	---------	----	--	----	----

EXPENSE

FUND- 261 HUD METRO DEVELOPMENT FUN

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 143

PGM/ACT EDFAP2

ADDITIONAL DEPARTMENTAL NOTES

HUD METRO DEVELOPMENT FUN	REVENUE	363,446.31- 692,959.15- 333,373.65	641,815	641,790	602,967	602,967
	EXPENSE	354,196.01 864,855.96 379,956.93	607,701		631,570	631,570



REPORT PRINT DATE- 1/06/10
PAGE 144

2010 ACTUAL	2010	2010	2011	2011	2011
2009 ACTUAL	CURRENT	REVISED	CONTIN-	SUPPLE-	TOTAL
2008 ACTUAL	BUDGET	BUDGET	UATION	MENTAL	REQUEST

530 CONTRACTUAL	5,897.55		115,000	115,000	15,000	15,000
		2,807.15				

PGM/ACT CENTRAL BUSINESS DISTRICT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
270-000270-5-0000802.00 PURCHASE OF PROPERTY	59,770.65 34,429.56 29,509.14	100,000	100,000	50,000		50,000
Residential			**	50,000		
270-000270-5-0000805.00 STREET CONSTRUCTION		50,000	50,000	50,000		50,000
Removal/Relocation			**	50,000		
270-000270-5-0000806.00 SEWER CONSTRUCTION		50,000	50,000	50,000		50,000
Relocation/Replacement			**	50,000		
270-000270-5-0000840.09 GENERAL PUBLIC IMPROVEMEN	19,208.96 345.41	610,000	610,000	292,215		292,215
Storefront Rehabs (ie Facades)			**	150,000		
Upper Story Loft / Commercial Grants,sprinklers			**	150,000		
Relocate Electrical Lines			**	250,000		
TIF RESERVES			**	257,785-		
78,979.61						
550 CAPITAL OUTLAY	34,774.97 29,509.14	810,000	810,000	442,215		442,215

270-000270-5-0000903.00 REAL ESTATE TAX EXPENSE	7,787.22 7,202.58 6,346.16	10,000	10,000	10,000		10,000
Leased, etc			**	10,000		
270-000270-5-0000990.00 MISCELLANEOUS		115,000	115,000	120,000		120,000
Existing TIF Agreement with Pekin High School			**	120,000		
7,787.22						
560 OTHER EXPENDITURES	7,202.58 6,346.16	125,000	125,000	130,000		130,000

270-000270-5-0000904.00 INTEREST PAID	29,615.09 76,621.94 63,078.16	55,742	55,742	50,072		50,072
2004 Refinance GO Bonds			**	19,778		
48.6% 2004 Herget			**	30,294		
270-000270-5-0000910.00 BOND PRINCIPAL RETIRED	179,212.50 354,212.50 359,906.25	359,213	359,213	364,213		364,213

FUND 270 TIF / CENTRAL BUSINESS DI

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 146

PGM/ACT CENTRAL BUSINESS DISTRICT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
2004 Refinance GO Bonds				** 185,000		
48.6% 2004 Herget				** 179,213		

270-000270-5-0000911.00 BOND REGISTRAR FEES	450.00	1,000	1,000	1,000		1,000
Bond Obligations				** 1,000		

209,277.59						
580 DEBT SERVICE	430,834.44 422,984.41	415,955	415,955	415,285		415,285

CENTRAL BUSINESS DISTRICT	1,006,899.91- 931,638.03-	1,027,500	1,027,500	1,002,500		1,002,500
REVENUE	984,957.08					
EXPENSE	301,941.97 472,811.99 461,646.86	1,465,955	1,465,955	1,002,500		1,002,500

FUND- 270 TIF / CENTRAL BUSINESS DI

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 147

PGM/ACT CENTRAL BUSINESS DISTRICT

ADDITIONAL DEPARTMENTAL NOTES

TIF / CENTRAL BUSINESS DI	REVENUE	1,006,899.91- 931,638.03- 984,957.08	1,027,500	1,027,500	1,002,500	1,002,500
	EXPENSE	301,941.97 472,811.99 461,646.86	1,465,955	1,465,955	1,002,500	1,002,500

FUND 445 CAPITAL PROJECTS

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 148

PGM/ACT VETERANS DRIVE / VFW ROAD

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
445-000041-4-0000140.01 LOCAL USE GAS TAX	162,155.59- 222,615.60- 291,400.36	290,000	290,000	300,000		300,000
local gas tax				** 300,000		

162,155.59-						
400 TAXES	222,615.60- 291,400.36	290,000	290,000	300,000		300,000

445-000041-4-0000425.00 FEDERAL GRANTS				4,800,000		4,800,000
FEDERAL GRANTS				** 4,800,000		

445-000041-4-0000426.00 STATE GRANTS	352,397.65- 81,261.61	100,000	100,000	100,000		100,000
shadid grant (for Land Acquisition-Veterans South) should be complete by FY11				** 100,000 **		

445-000041-4-0000427.00 COUNTY GRANTS						
COUNTY GRANTS				**		

410 INTERGOVERNMENTAL	352,397.65- 81,261.61	100,000	100,000	4,900,000		4,900,000

445-000041-4-0000901.00 INTEREST EARNINGS	76.07- 9,521.91- 37,002.63	53,000	53,000	30,000		30,000
interest on bank accounts				** 30,000		

76.07-						
460 INVESTMENT EARNINGS	9,521.91- 37,002.63	53,000	53,000	30,000		30,000

445-000041-4-0000910.00 RENTAL OF MUNICIPAL PROPE	980.00	7,200		7,200		7,200
VFW RD RENTAL PROPERTY				** 7,200		

470 OTHER REVENUE	980.00	7,200		7,200		7,200

PGM/ACT VETERANS DRIVE / VFW ROAD

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
445-000041-5-0000510.00 PRINTING AND PUBLICATIONS		1,500	1,500	1,500		1,500
titles, deeds,	1,239.00		**	1,500		
445-000041-5-0000606.00 CORPORATE COUNSEL FEES	146.25 1,322.50	500	500	5,500		5,500
legal assistance			**	500		
titles & deeds fro ROW acquisitions			**	5,000		
445-000041-5-0000612.00 ENGINEERING FEES	208,800.17 147,846.41 298,979.29	540,000	540,000	550,000		550,000
Veterans (S) const support			**	50,000		
Veterans (N) design			**	500,000		
445-000041-5-0000613.00 TESTING FEES AND EXPENSES	11,517.00	15,000	15,000	15,000		15,000
material testing fees Veterans South			**	15,000		
445-000041-5-0000690.00 OTHER CONTRACTUAL SERVICE	172.00 46,481.84 9,184.70	20,000	20,000	30,000		30,000
appraisal services			**	20,000		
environmental surveys			**	5,000		
survey support			**	5,000		
530 CONTRACTUAL	209,118.42 207,167.75 309,402.99	577,000	577,000	602,000		602,000
445-000041-5-0000802.00 PURCHASE OF PROPERTY	24,800.00 3,461.00 290,228.99	170,000	170,000	300,000		300,000
purchase ROW Veterans (N)			**	250,000		
property purchase misc.			**	50,000		
445-000041-5-0000805.00 STREET CONSTRUCTION	1,239,004.74 1,500.00			4,325,000		4,325,000
VETERANS TO SHERIDAN			**	5,300,000		
CAPITAL FUND RESERVES			**	975,000-		
550 CAPITAL OUTLAY	1,263,804.74 4,961.00 290,228.99	170,000	170,000	4,625,000		4,625,000

FUND 445 CAPITAL PROJECTS

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 150

PGM/ACT VETERANS DRIVE / VFW ROAD

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
445-000041-5-0000903.00 REAL ESTATE TAX EXPENSE	53.52 2,399.92	3,000	3,000	3,000		3,000
real estate taxes			**	3,000		

560 OTHER EXPENDITURES	53.52 2,399.92	3,000	3,000	3,000		3,000

VETERANS DRIVE / VFW ROAD REVENUE	162,231.66- 584,535.16-	450,200	443,000	5,237,200		5,237,200
	410,644.60					
EXPENSE	1,472,923.16 212,182.27 602,031.90	750,000	750,000	5,230,000		5,230,000

FUND- 445 CAPITAL PROJECTS

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 151

PGM/ACT VETERANS DRIVE / VFW ROAD

ADDITIONAL DEPARTMENTAL NOTES

CAPITAL PROJECTS	REVENUE	162,231.66- 584,535.16- 410,644.60	450,200	443,000	5,237,200	5,237,200
	EXPENSE	1,472,923.16 212,182.27 602,031.90	750,000	750,000	5,230,000	5,230,000

FUND 501 SCHOOL BUS FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 152

PGM/ACT SCHOOL BUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
501-000501-4-0000500.11 DISTRICT 108 CONTRACT, FA	674,971.54- 961,918.74- 1,111,762.69	1,222,637	1,222,637	2,706,862		2,706,862
distr 108				** 1,166,990		
rankin				** 30,960		
hoyle				** 1,508,912		
501-000501-4-0000500.12 TCRC	55,440.00- 68,310.00- 61,235.00	72,300	72,300	57,546		57,546
				** 57,546		
501-000501-4-0000500.13 DISTRICT 303	284,853.04- 367,623.76- 350,388.21	416,566	416,566	387,228		387,228
				** 387,228		
501-000501-4-0000500.30 BUS SPECIAL CHARTERS	4,400.00- 3,960.99- 3,360.00			5,000		5,000
				** 5,000		
1,019,664.58- 420 FEES/CHARGES FOR SERVICES	1,401,813.49- 1,526,745.90	1,711,503	1,711,503	3,156,636		3,156,636

501-000501-4-0000901.00 INTEREST EARNINGS	32,456.87- 13,553.41- 27,425.47	31,000	31,000	25,000		25,000
				** 25,000		
32,456.87- 460 INVESTMENT EARNINGS	13,553.41- 27,425.47	31,000	31,000	25,000		25,000

501-000501-5-0000116.00 SALARY: ALL PERSONNEL	431,931.44 429,994.90 632,596.08	802,303		1,279,959		1,279,959
501-000501-5-0000170.00 OASDI/CITY SHARE 6.2%	27,893.09 27,872.01 40,583.60	50,368		59,385		59,385
501-000501-5-0000170.01 MEDICARE/CITY SHARE 1.45%	6,523.54 6,518.30 9,491.37	11,780		18,559		18,559
501-000501-5-0000174.01 IMRF	12,016.51 13,092.53 14,620.89	25,400		37,457		37,457

FUND 501 SCHOOL BUS FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 153

PGM/ACT SCHOOL BUS

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
501-000501-5-0000180.00 GROUP INSURANCE	11,766.44 10,702.44 8,065.75		20,171		48,085		48,085
501-000501-5-0000183.00 WORKERS COMP INSURANCE	30,165.00 14,156.50		30,165		18,840		18,840
510 PERSONNEL	520,296.02 488,180.18 719,514.19		940,187		1,462,285		1,462,285

501-000501-5-0000201.00 OFFICE SUPPLIES	1,165.40 700.63 1,604.86		1,500	1,500	1,300		1,300
OFFICE SUPPLIES - COPY PAPER, PRINT CARTRIDGES, CLIPBOARDS				**	1,300		
501-000501-5-0000204.00 POSTAGE	41.38 156.65 219.64		200	200	200		200
POSTAGE - ATT. SHEETS & EMPLOYEES				**	200		
501-000501-5-0000220.00 PHOTOGRAPHIC SUPPLIES			50	50			
PHOTOGRAPHIC SUPPLIES				**			
501-000501-5-0000224.00 GENERAL SUPPLIES	729.02 292.27 302.19		600	600	1,000		1,000
GENERAL SUPPLIES - CLEANING SUPPLIES				**	1,000		
520 COMMODITIES	1,935.80 1,149.55 2,126.69		2,350	2,350	2,500		2,500

501-000501-5-0000181.00 LIABILITY INSURANCE PACKA	14,561.00 12,000.00		14,561		90,543		90,543
IML PREMIUM				**	90,543		
501-000501-5-0000187.00 MILEAGE							
MILEAGE				**			
501-000501-5-0000190.00 TRAINING AND EDUCATION	1,789.93 1,625.08 275.00		1,500	1,500	2,000		2,000

PGM/ACT SCHOOL BUS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
TRAINING AND EDUCATION				** 2,000		

501-000501-5-0000240.00 LEASE/RENTAL OF EQUIPMENT						
LEASE/RENTAL OF EQUIPMENT				**		

501-000501-5-0000290.00 EQUIPMENT	10,802.18 277.00	150	150	250		250
EQUIPMENT - CAMERA FOR SECURITY				** 250		

501-000501-5-0000340.00 AUTOMOTIVE EXPENSE	147,878.99 160,692.13 198,038.66	175,000	175,000	380,000		380,000
AUTOMOTIVE EXPENSE NECESSARY REPAIR & MAINTENANCE				** 380,000		

501-000501-5-0000344.00 EQUIPMENT REPAIRS						
EQUIPMENT REPAIRS				**		

501-000501-5-0000380.00 MAINTENANCE AGREEMENTS	1,247.13 1,224.39 1,454.50	1,750	1,750	3,500		3,500
MAINTENANCE AGREEMENTS - FIRE EXTINGUISHERS				** 3,500		

501-000501-5-0000501.00 UTILITIES	6,443.28 7,983.59 11,161.21	10,000	10,000	15,000		15,000
UTILITIES - AMEREN, SEMPRA, IAW				** 15,000		

501-000501-5-0000503.00 TELEPHONE	721.29 873.30 1,287.92	2,000	2,000	2,000		2,000
TELEPHONE - OFFICE PHONES				** 2,000		

501-000501-5-0000510.00 PRINTING AND PUBLICATIONS	85.00 290.00 392.49	500	500	1,000		1,000
PRINTING AND PUBLICATIONS - BUSINESS CARDS, BUS ID'S				** 1,000		

501-000501-5-0000516.00 DUES AND SUBSCRIPTIONS	82.50 99.75 254.50	425	425	250		250
DUES AND SUBSCRIPTIONS				** 250		

501-000501-5-0000542.00 MEALS, LODGING		300	300			
	20.00					

PGM/ACT SCHOOL BUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
MEALS AND LODGING				**		
501-000501-5-0000550.00 RADIO EXPENSE	455.00 1,324.45 1,919.17	1,000	1,000	5,000		5,000
RADIO EXPENSE - REPAIR & REPLACE AS NECESSARY				**	5,000	
501-000501-5-0000561.00 GASOLINE/DIESEL FUEL	68,724.77 117,305.13 235,179.81	144,000	144,000	300,000		300,000
GASOLINE/DIESEL FUEL - 48000 GALS				**	300,000	
501-000501-5-0000572.00 LICENSE AND INSPECTION FE	484.00 2,020.50 1,949.00	3,000	3,000	5,000		5,000
LICENSE AND INSPECTION FEE - CDL & SB PERMITS				**	5,000	
501-000501-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	5,746.82 5,246.30 4,514.97	5,000	5,000	11,000		11,000
MEDICAL EXPENSE/SUPPLIES - YRLY PHYSICAL & 1ST AID KITS				**	11,000	
501-000501-5-0000599.00 PROVISIONS FOR BAD DEBTS						
PROVISIONS FOR BAD DEBT				**		
501-000501-5-0000601.00 AUDITING FEES	630.00					
AUDITING FEES				**		
501-000501-5-0000606.00 CORPORATE COUNSEL FEES	230.00					
CORPORATE COUNSEL FEES				**		
501-000501-5-0000690.00 OTHER CONTRACTUAL SERVICE						
OTHER CONTRACTUAL SERVICE				**		
530 CONTRACTUAL	259,651.89 299,191.62 468,447.23	359,186	344,625	815,543		815,543

501-000501-5-0000802.00 PURCHASE OF PROPERTY				50,000		50,000

FUND 501 SCHOOL BUS FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 156

PGM/ACT SCHOOL BUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
PURCHASE OF PROPERTY				** 50,000		

501-000501-5-0000804.00 BUILDING PURCHASE/CONSTRU				200,000		200,000
BUILDING PURCHASE/CONSTRUCTION				** 200,000		

501-000501-5-0000804.01 BUILDING REPAIR						
BUILDING REPAIR				**		

501-000501-5-0000870.00 MACHINERY AND EQUIPMENT						
MACHINERY AND EQUIPMENT				**		

501-000501-5-0000870.01 LEASE / PURCHASE EQUIPMEN						
LEASE/PURCHASE EQUIPMENT				**		

501-000501-5-0000871.00 OFFICE EQUIPMENT AND FURN						
OFFICE EQUIPMENT AND FURNITURE				**		

501-000501-5-0000875.00 VEHICLES	121,520.65 109,800.00 149,200.00	140,000	140,000	310,000		310,000
VEHICLES - 3 BUSES				** 310,000		

121,520.65						
550 CAPITAL OUTLAY	109,800.00 149,200.00	140,000	140,000	560,000		560,000

501-000501-5-0000906.00 BANK CHARGES						
BANK CHARGES				**		

501-000501-5-0000989.00 NON SUFFICIENT FUNDS						
NON SUFFICIENT FUNDS				**		

560 OTHER EXPENDITURES						

FUND 501 SCHOOL BUS FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 157

PGM/ACT SCHOOL BUS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
501-000501-5-0000410.00 TRANSFER TO GENERAL FUND	10,010.00 12,870.00 44,772.00	17,160	17,160			
TRANSFER TO GENERAL FUND				**		

501-000501-5-0000450.00 TRANSFER TO MUNICIPAL BUS						
TRANSFER TO MUNICIPAL BUS				**		

501-000501-5-0000495.00 TRANSFER TO INSURANCE FUN						
TRANSFER TO INSURANCE FUND				**		

501-000501-5-0000499.00 TRANSFER TO VEHICLE MAINT						
TRANSFER TO VEHICLE MAINT				**		

10,010.00						
590 TRANSFERS TO OTHER FUNDS	12,870.00 44,772.00	17,160	17,160			

SCHOOL BUS	REVENUE	1,052,121.45- 1,415,366.90- 1,554,171.37	1,742,503	1,742,503	3,181,636	3,181,636
	EXPENSE	913,414.36 911,191.35 1,384,060.11	1,458,883	504,135	2,840,328	2,840,328

FUND- 501 SCHOOL BUS FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 158

PGM/ACT SCHOOL BUS

ADDITIONAL DEPARTMENTAL NOTES

SCHOOL BUS FUND	REVENUE	1,052,121.45- 1,415,366.90- 1,554,171.37	1,742,503	1,742,503	3,181,636	3,181,636
	EXPENSE	913,414.36 911,191.35 1,384,060.11	1,458,883	504,135	2,840,328	2,840,328

PGM/ACT AIRPORT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
525-000525-4-0000530.01 RENTAL - AIRPORT SHOP	30,377.50- 7,151.00- 21,453.00	25,000	25,000	30,000		30,000
Byerly rentals			**	30,000		
525-000525-4-0000530.02 RENTAL - AIRPORT HANGARS	22,878.40- 25,525.00- 27,543.75	32,400	32,400	51,600		51,600
hangar rentals			**	51,600		
525-000525-4-0000530.03 RENTAL - TIE DOWN SPACES	30.00	360	360	360		360
tie down rentals			**	360		
53,255.90- 420 FEES/CHARGES FOR SERVICES	32,676.00- 49,026.75	57,760	57,760	81,960		81,960

525-000525-4-0000910.00 RENTAL OF MUNICIPAL PROPE	6,110.00-			6,000		6,000
Wehyrich farm lease 120 acres @\$50 per acre			**	6,000		
6,110.00- 470 OTHER REVENUE				6,000		6,000

525-000525-5-0000116.00 SALARY: ALL PERSONNEL	1,712.00			33,280		33,280
AIRPORT EMPLOYEE			**	33,280		
525-000525-5-0000170.00 OASDI/CITY SHARE 6.2%	112.07			4,100		4,100
			**	4,100		
525-000525-5-0000170.01 MEDICARE/CITY SHARE 1.45%	26.21			960		960
			**	960		
525-000525-5-0000174.01 IMRF				4,200		4,200
			**	4,200		

PGM/ACT AIRPORT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
525-000525-5-0000180.00 GROUP INSURANCE				1,336		1,336
			**	1,336		

510 PERSONNEL 1,850.28				43,876		43,876

525-000525-5-0000204.00 POSTAGE	22.63	75	75	50		50
postage for projects			**	50		

525-000525-5-0000224.00 GENERAL SUPPLIES	43.18 419.66	250	250	100		100
sprayer, weed & pest control			**	100		

520 COMMODITIES	65.81 419.66	325	325	150		150

525-000525-5-0000181.00 LIABILITY INSURANCE PACKA	953.00 3,950.00 4,950.00	1,987	1,987	5,000		5,000
IML PREM			**	4,000		
GLASS POLICY			**	1,000		

525-000525-5-0000190.00 TRAINING AND EDUCATION		250	250	100		100
annual conference fee for 2 commissioners			**	100		

525-000525-5-0000340.00 AUTOMOTIVE EXPENSE	286.59 612.44 1,727.15	1,000	1,000	1,000		1,000
maintenance of vehicle			**	1,000		

525-000525-5-0000342.00 BUILDINGS AND GROUNDS REP	23,939.00 4,353.04 11,880.86	42,500	42,500	30,000		30,000
runway & taxiway maintenance crack sealing			**	25,000		
Bldg Maintenance			**	5,000		

525-000525-5-0000344.00 EQUIPMENT REPAIRS	1,313.14 3,739.23 4,640.49	5,000	5,000	5,000		5,000

FUND 525 PEKIN AIRPORT FUND

CITY OF PEKIN, ILLINOIS
 ACTIVITY SPENDING WORKSHEET 2010-2011
 PERIOD ENDING: 12/31/09
 FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
 PAGE 161

PGM/ACT AIRPORT

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
R & T lighting repairs				**	5,000		
525-000525-5-0000363.00 SNOW REMOVAL - SALT AND C	2,960.00 4,687.50	5,000	5,000		5,000		5,000
snow removal				**	5,000		
525-000525-5-0000501.00 UTILITIES	7,136.58 8,473.11 11,643.62	15,000	15,000		20,000		20,000
electric and gas				**	20,000		
525-000525-5-0000612.00 ENGINEERING FEES	29,830.46				3,000		3,000
annual TIPS preparation				**	3,000		
525-000525-5-0000690.00 OTHER CONTRACTUAL SERVICE	4,155.16 17,420.64 22,853.38	30,000	30,000				
Byerly operations fee				** **			
37,783.47							
530 CONTRACTUAL	71,338.92 62,383.00	100,737	100,737		69,100		69,100

525-000525-5-0000802.01 LAND IMPROVEMENTS	333,792.50	24,000	24,000		1,500		1,500
local match for airport projects				**	1,500		
550 CAPITAL OUTLAY	333,792.50	24,000	24,000		1,500		1,500

AIRPORT	59,365.90- 32,676.00- 49,026.75	57,760	57,760		87,960		87,960
REVENUE							
EXPENSE	39,633.75 405,197.23 62,802.66	125,062	125,062		114,626		114,626

FUND- 525 PEKIN AIRPORT FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 162

PGM/ACT AIRPORT

ADDITIONAL DEPARTMENTAL NOTES

PEKIN AIRPORT FUND	REVENUE	59,365.90- 32,676.00- 49,026.75	57,760	57,760	87,960	87,960
	EXPENSE	39,633.75 405,197.23 62,802.66	125,062	125,062	114,626	114,626

FUND 570 ECONOMIC DEVELOPMENT FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 163

PGM/ACT ECONOMIC DEVELOPMENT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
570-000570-0-0000116.00 WORKERS COMP INSURANCE				67,529		67,529

000				67,529		67,529

	103.12					
570-000570-4-0000901.00 INTEREST EARNINGS	10,759.46					

570-000570-4-0000901.01 LOAN INTEREST	103.12- 152,644.70- 9,623.54	165,000		130,771		130,771
EAST COURT VILLAGE 1			**	104,252		
EAST COURT VILLAGE 2			**	26,519		

460 INVESTMENT EARNINGS	152,644.70- 20,383.00	165,000		130,771		130,771

570-000570-4-0000910.00 RENTAL OF MUNICIPAL PROPE	40,000.00- 35,000.00-	60,000	60,000	96,000		96,000
icc rental			**	96,000		

570-000570-4-0000915.00 SALE OF MUNICIPAL PROPERT		200,000	200,000			

40,000.00-						
470 OTHER REVENUE	35,000.00-	260,000	260,000	96,000		96,000

570-000570-5-0000116.00 SALARY: ALL PERSONNEL	47,903.21 67,200.76 64,738.18	87,888		11,277		11,277

570-000570-5-0000170.00 OASDI/CITY SHARE 6.2%	3,050.20 4,278.19 4,112.37	5,449		4,886		4,886

570-000570-5-0000170.01 MEDICARE/CITY SHARE 1.45%	713.36 1,000.55 961.78	1,274		1,143		1,143

PGM/ACT ECONOMIC DEVELOPMENT

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
570-000570-5-0000174.01 IMRF	4,107.04 4,820.36 5,726.73	7,910		9,457		9,457
570-000570-5-0000180.00 GROUP INSURANCE	9,664.79 13,760.28 18,345.03	20,171		12,451		12,451
570-000570-5-0000183.00 WORKERS COMP INSURANCE	348.50	229		315		315
510 PERSONNEL 65,438.60	91,060.14 94,232.59	122,921		39,529		39,529
570-000570-5-0000204.00 POSTAGE	39.19 67.41 65.49	150	150	150		150
520 COMMODITIES 39.19	67.41 65.49	150	150	150		150
570-000570-5-0000187.00 MILEAGE	606.28 556.59	2,000	2,000	4,000		4,000
570-000570-5-0000190.00 TRAINING AND EDUCATION	325.00 840.67 2,881.25	2,000	2,000	3,300		3,300
ICSC Conference			**	1,500		
IDC Conferences			**	700		
Main Street Conference			**	200		
BEDC Training			**	500		
Manufacturing Expo			**	100		
			**	150		
			**	150		
570-000570-5-0000503.00 TELEPHONE	318.50 277.68 690.58	600	600	600		600
			**	600		

PGM/ACT ECONOMIC DEVELOPMENT

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
570-000570-5-0000510.00 PRINTING AND PUBLICATIONS	60.00 377.12 782.05	1,500	1,500	3,000		3,000
			**	3,000		
570-000570-5-0000516.00 DUES AND SUBSCRIPTIONS	96.15 2,450.00 16,870.30	3,350	3,350	3,600		3,600
Southside Business Association			**	2,000		
Kiwanis			**	400		
IEZA			**	200		
IDC			**	350		
ICSC			**	100		
Chamber Expo			**	300		
Leadership Academy			**	250		
570-000570-5-0000542.00 MEALS, LODGING	278.00 568.33 2,216.63	2,000	2,000	4,500		4,500
DC FlyIn			**	3,000		
			**	1,500		
570-000570-5-0000606.00 CORPORATE COUNSEL FEES	3,165.00 7,618.75					
			**			
570-000570-5-0000681.02 SALES TAX REBATE						
570-000570-5-0000981.00 PUBLIC RELATIONS	135.00- 392.93	1,000	1,000	1,000		1,000
			**	1,000		
530 CONTRACTUAL	4,242.65 12,603.83 24,390.33	12,450	12,450	20,000		20,000

570-000570-5-0000903.00 REAL ESTATE TAX EXPENSE	3,275.06 885.76 6,713.64	10,000	10,000	10,000		10,000
			**	10,000		
560 OTHER EXPENDITURES	3,275.06 885.76 6,713.64	10,000	10,000	10,000		10,000

FUND 570 ECONOMIC DEVELOPMENT FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 166

PGM/ACT ECONOMIC DEVELOPMENT

		2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
ECONOMIC DEVELOPMENT	REVENUE	40,000.00- 187,644.70- 20,383.00	425,000	260,000	226,771		226,771
	EXPENSE	72,995.50 104,617.14 125,402.05	145,521	22,600	137,208		137,208

FUND- 570 ECONOMIC DEVELOPMENT FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 167

PGM/ACT ECONOMIC DEVELOPMENT

ADDITIONAL DEPARTMENTAL NOTES

FUND 570 ECONOMIC DEVELOPMENT FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 168

PGM/ACT ECONOMIC DEVELOPMENT INCENTIVE

2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
---	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------

570-000571-5-0000675.00 ECONOMIC DEVELOPMENT GRANTS

89,563

89,563

LOCATION INCENTIVE
GENERAL FUND RESERVES

** 2,000,000
** 1,910,437



570-000571-5-0000830.00 LOAN PROGRAM EXPENS

570-000571-5-0000912.00 DEVELOPER AGREEMENT PAYME

530 CONTRACTUAL

89,563

89,563

570-000571-5-0000840.09 GENERAL PUBLIC IMPROVEMEN

550 CAPITAL OUTLAY

ECONOMIC DEVELOPMENT INCENTIVE REVENUE

EXPENSE

89,563

89,563

FUND- 570 ECONOMIC DEVELOPMENT FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 169

PGM/ACT ECONOMIC DEVELOPMENT INCENTIVE

ADDITIONAL DEPARTMENTAL NOTES

ECONOMIC DEVELOPMENT FUND	REVENUE	40,000.00- 187,644.70- 20,383.00	425,000	260,000	226,771	226,771
	EXPENSE	72,995.50 104,617.14 125,402.05	145,521	22,600	226,771	226,771

PGM/ACT LIABILITY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
695-000093-4-0000901.00 INTEREST EARNINGS	277.16- 7,045.48- 16,147.67			6,250		6,250
			**	6,250		

460 INVESTMENT EARNINGS	277.16- 7,045.48- 16,147.67			6,250		6,250

695-000093-4-0000505.00 PREMIUMS	211,856.00- 217,550.00	217,940	217,940	259,328		259,328
dept premiums			**	259,328		

490 TRANSFERS FROM OTHER FUNDS	211,856.00- 217,550.00	217,940	217,940	259,328		259,328

695-000093-5-0000181.34 CLAIMS PAID / FIRE PROT	45.53			1,000		1,000
deductibles			**	1,000		

695-000093-5-0000181.51 CLAIMS PAID / SCHOOL BUS				500		500
deductibles			**	500		

695-000093-5-0000181.99 MECHANICS	75.00			100		100
deductibles			**	100		

695-000093-5-0000184.00 PREMIUMS PAID	257,320.31 202,477.80 208,588.55	220,940	220,940	263,328		263,328
IML annual prem			**	259,328		
airport liability			**	1,000		
boiler policy			**	3,000		

530 CONTRACTUAL	257,320.31 202,552.80 208,634.08	220,940	220,940	264,928		264,928

LIABILITY	212,133.16- 7,045.48- 233,697.67	217,940	217,940	265,578		265,578
REVENUE						

EXPENSE	257,320.31 202,552.80 208,634.08	220,940	220,940	264,928		264,928

FUND- 695 SELF-INSURANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 171

PGM/ACT LIABILITY

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT WORKER'S COMP

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
695-000094-4-0000901.00 INTEREST EARNINGS	162.25- 1,751.27- 11,570.38			1,750		1,750
			**	1,750		

460 INVESTMENT EARNINGS	162.25- 1,751.27- 11,570.38			1,750		1,750

695-000094-4-0000505.00 PREMIUMS	468,189.00- 108,434.00	412,029	412,029	473,589		473,589
dept prems			**	473,589		

490 TRANSFERS FROM OTHER FUNDS	468,189.00- 108,434.00	412,029	412,029	473,589		473,589

695-000094-5-0000183.34 WORKERS COMP / FIRE PROTE	19,966.22 35,121.08 119,957.38	50,000	50,000	70,000		70,000
extra from fire dept/old GB claims			**	70,000		

695-000094-5-0000184.00 PREMIUMS PAID	417,973.14 384,560.82 373,659.30	412,029	412,029	473,589		473,589
IML prem			**	473,589		

530 CONTRACTUAL	437,939.36 419,681.90 493,616.68	462,029	462,029	543,589		543,589

WORKER'S COMP REVENUE	468,351.25- 1,751.27- 120,004.38	412,029	412,029	475,339		475,339

WORKER'S COMP EXPENSE	437,939.36 419,681.90 493,616.68	462,029	462,029	543,589		543,589

FUND- 695 SELF-INSURANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 173

PGM/ACT WORKER'S COMP

ADDITIONAL DEPARTMENTAL NOTES

PGM/ACT MEDICAL INSURANCE

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
695-000095-4-0000901.00 INTEREST EARNINGS	4,394.12- 9,128.01- 26,751.15	30,000	30,000	7,000		7,000
			**	7,000		
460 INVESTMENT EARNINGS	4,394.12- 9,128.01- 26,751.15	30,000	30,000	7,000		7,000
695-000095-4-0000505.00 PREMIUMS	1,770,669.47- 2,326,208.16- 3,367,429.71	3,865,480	3,865,480	3,064,122		3,064,122
department, employee prems			**	3,064,122		
490 TRANSFERS FROM OTHER FUNDS	1,770,669.47- 2,326,208.16- 3,367,429.71	3,865,480	3,865,480	3,064,122		3,064,122
695-000095-5-0000175.01 ADMINISTRATION FEES	40,668.86 37,241.99 40,430.85	50,000		120,500		120,500
MEDTRAK DRUG CHARGES			**	120,500		
695-000095-5-0000176.00 CENTRAL STATES PREMIUM	411,102.22			2,756,000		2,756,000
CENTRAL STATES PREMIUMS			**	2,756,000		
695-000095-5-0000184.00 PREMIUMS PAID						
530 CONTRACTUAL	451,771.08 37,241.99 40,430.85	50,000		2,876,500		2,876,500
MEDICAL INSURANCE REVENUE	1,775,063.59- 2,335,336.17- 3,394,180.86	3,895,480	3,895,480	3,071,122		3,071,122
EXPENSE	451,771.08 37,241.99 40,430.85	50,000		2,876,500		2,876,500

FUND- 695 SELF-INSURANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 175

PGM/ACT MEDICAL INSURANCE

ADDITIONAL DEPARTMENTAL NOTES

SELF-INSURANCE FUND	REVENUE	2,455,548.00- 2,344,132.92- 3,747,882.91	4,525,449	4,525,449	3,812,039	3,812,039
	EXPENSE	1,147,030.75 659,476.69 742,681.61	732,969	682,969	3,685,017	3,685,017

PGM/ACT CITY MECHANICS

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
699-000069-4-0000500.40 GASOLINE SALES - INTERFUN	230,884.25- 420,461.91- 722,121.96	579,893	579,893	751,009		751,009
Gasoline sales-interfun (190,129 gal @ \$3.95 per gallon)			**	751,009		
699-000069-4-0000500.42 SALE OF PARTS	105,918.73- 137,113.88- 177,558.18	200,000	200,000	200,000		200,000
sale of parts			**	200,000		
699-000069-4-0000500.43 LABOR	261,709.55- 267,731.15- 367,382.50	400,000	400,000	400,000		400,000
labor \$60.00 per hour			**	400,000		
598,512.53- 420 FEES/CHARGES FOR SERVICES	825,306.94- 1,267,062.64	1,179,893	1,179,893	1,351,009		1,351,009

699-000069-5-0000116.00 SALARY: ALL PERSONNEL	187,021.06 191,046.00 253,285.29	292,332		361,724		361,724
699-000069-5-0000170.00 OASDI/CITY SHARE 6.2%	11,968.76 12,615.99 16,390.59	18,212		22,427		22,427
699-000069-5-0000170.01 MEDICARE/CITY SHARE 1.45%	2,799.16 2,950.60 3,833.31	4,259		5,245		5,245
699-000069-5-0000174.01 IMRF	16,407.46 16,733.51 22,385.76	26,437		43,407		43,407
699-000069-5-0000180.00 GROUP INSURANCE	43,611.24 61,078.59 84,612.09	89,502		74,314		74,314
699-000069-5-0000183.00 WORKERS COMP INSURANCE	7,422.00 8,107.50	5,970		8,164		8,164
269,229.68						
510 PERSONNEL	284,424.69 388,614.54	436,712		515,281		515,281

699-000069-5-0000201.00 OFFICE SUPPLIES	543.10 334.72 526.06	600	600	700		700

PGM/ACT CITY MECHANICS

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
pens, pencils				**	50		
Computer paper				**	300		
Printer Cartridges				**	350		

699-000069-5-0000204.00 POSTAGE	87.89		205	205	150		150
	56.02						
	156.09						
Postage-VMF monthly billings				**	75		
Postage-core credit returns				**	75		

699-000069-5-0000224.00 GENERAL SUPPLIES	432.49		800	800	650		650
	411.43						
	683.30						
General Supplies-fuel keys, oil stickers, drill bits				**	650		

699-000069-5-0000562.00 COST OF FUEL SOLD	231,137.00		570,387	570,387	529,100		529,100
	420,461.98						
	722,875.47						
Cost of fuel sold: 162800 gal. @ \$3.25 per gallon				**	529,100		

699-000069-5-0000562.02 COST OF PARTS	114,129.93		200,000	200,000	180,000		180,000
	142,888.14						
	179,243.64						
Cost of parts (includes the 5% increase)				**	180,000		

346,330.41							
520 COMMODITIES	564,152.29		771,992	771,992	710,600		710,600
	903,484.56						

699-000069-5-0000181.00 LIABILITY INSURANCE PACKA	4,436.00		3,623	3,623	4,880		4,880
	3,200.00						
IML LIABILITY PREMIUM				**	4,880		

699-000069-5-0000190.00 TRAINING AND EDUCATION	410.92		2,000	2,000	2,000		2,000
	97.05						
Training and Education-(Fleet Expo expenses)				**	1,000		
Training and Educataion-(mechanics certifications)				**	1,000		

699-000069-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	29.96		240	240	50		50
	93.02						
Lease/Rental of equipment (02 tank rental)				**	50		

699-000069-5-0000290.00 EQUIPMENT	3,415.22		8,850	8,850	6,900		6,900
	6,274.96						
	4,066.95						
Equipment-(Air Compressor)				**	2,000		

PGM/ACT CITY MECHANICS

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Equipment-(Tire Repair Machine)				** 4,900		
699-000069-5-0000340.00 AUTOMOTIVE EXPENSE	1,547.96 557.20 343.65	600	600	700		700
Auto expense-(Inspection fees)				** 50		
Auto expense- (tire repairs)				** 650		
699-000069-5-0000344.00 EQUIPMENT REPAIRS	1,585.72 4,553.75 5,329.04	3,500	3,500	5,500		5,500
Equipment repair- up keep on City fuel pumps				** 5,000		
copier repair- copier is to old for a maintenance agreement				** 500		
699-000069-5-0000380.00 MAINTENANCE AGREEMENTS	193.49 668.34 2,748.43	2,500	2,500	500		500
Maint. agreements (shop hoists & fuel pump maintenance)				** 500		
699-000069-5-0000501.00 UTILITIES	7,939.36 9,885.83 16,011.60	23,000	23,000	16,000		16,000
Utiliites- (Ameren Cilco/Il American)				** 16,000		
699-000069-5-0000503.00 TELEPHONE	615.00 455.37 1,010.83	1,060	1,060	1,060		1,060
Telephone- (cells, land line, fax)				** 1,060		
699-000069-5-0000543.00 UNIFORMS AND TOOLS	2,119.92 1,083.56 1,400.00	2,000	2,000	4,150		4,150
Uniforms-Boot allowance				** 1,000		
Uniforms/Tools-(Safety Glasses)				** 150		
Uniforms/Tools-(Tool Allowance)				** 3,000		
699-000069-5-0000561.00 GASOLINE/DIESEL FUEL		300	300	800		800
796 gallons @ \$3.25 per gallon				** 800		
699-000069-5-0000572.00 LICENSE AND INSPECTION FE	50.00	150	150	150		150
License for the mechanics CDL renewal				** 150		
699-000069-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	94.00 94.00	250	250	250		250
Medical expense-(Random tests)				** 250		

FUND 699 VEHICLE MAINTENANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%REPORT PRINT DATE- 1/06/10
PAGE 179

PGM/ACT CITY MECHANICS

	2010 ACTUAL 2009 ACTUAL 2010 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
699-000069-5-0000690.00 OTHER CONTRACTUAL SERVICE	3,587.52 2,114.58 4,863.45	5,000	5,000	5,000		5,000
Other Contractual-(Scrap tire)			**	1,000		
Other Contractual-(Uniforms)			**	4,000		
25,564.15						
530 CONTRACTUAL	26,004.51 39,308.02	53,073	53,073	47,940		47,940

CITY MECHANICS	598,512.53- 825,306.94- 1,267,062.64	1,179,893	1,179,893	1,351,009		1,351,009
REVENUE						
EXPENSE	641,124.24 874,581.49 1,331,407.12	1,261,777	825,065	1,273,821		1,273,821

FUND- 699 VEHICLE MAINTENANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 180

PGM/ACT CITY MECHANICS

ADDITIONAL DEPARTMENTAL NOTES

FUND 699 VEHICLE MAINTENANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 181

PGM/ACT COUNTY VEHICLE MAINTENANC

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
699-000070-4-0000500.40 GASOLINE SALES - INTERFUN	5,295.36-	9,000	9,000	6,000		6,000
				** 6,000		

699-000070-4-0000500.42 SALE OF PARTS	20,102.88- 35,928.37- 35,964.13	69,000	69,000	50,000		50,000
				** 50,000		

699-000070-4-0000500.43 LABOR	16,257.50- 39,215.00- 34,358.75	77,000	77,000	70,000		70,000
\$65 per hour				** 70,000		

36,360.38- 420 FEES/CHARGES FOR SERVICES	80,438.73- 70,322.88	155,000	155,000	126,000		126,000

COUNTY VEHICLE MAINTENANC	36,360.38- 80,438.73- 70,322.88	155,000	155,000	126,000		126,000

EXPENSE

FUND- 699 VEHICLE MAINTENANCE FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 182

PGM/ACT COUNTY VEHICLE MAINTENANC

ADDITIONAL DEPARTMENTAL NOTES

VEHICLE MAINTENANCE FUND	REVENUE	634,872.91- 905,745.67- 1,337,385.52	1,334,893	1,334,893	1,477,009	1,477,009
	EXPENSE	641,124.24 874,581.49 1,331,407.12	1,261,777	825,065	1,273,821	1,273,821

PGM/ACT TAZCOMM

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
900-000762-4-0000382.00 TAZEWELL COUNTY CONTRIBUT	287,883.00- 274,176.00- 351,276.00	375,678	375,678	388,827		388,827
				** 388,827		

410 INTERGOVERNMENTAL	287,883.00- 274,176.00- 351,276.00	375,678	375,678	388,827		388,827

900-000762-4-0000580.01 NORTH PEKIN	17,550.00- 16,716.00- 21,432.00	23,564	23,564	24,389		24,389
				** 24,389		

900-000762-4-0000580.02 GREEN VALLEY	6,939.00- 6,609.00- 7,051.00	9,206	9,206	9,528		9,528
				** 9,528		

900-000762-4-0000580.03 ARMINGTON	990.00- 942.00- 1,208.00	1,317	1,317	1,363		1,363
				** 1,363		

900-000762-4-0000580.04 MACKINAW	22,146.00- 21,093.00- 26,996.00	23,276	23,276	24,091		24,091
				** 24,091		

900-000762-4-0000580.05 TREMONT	27,189.00- 25,896.00- 33,196.00	37,782	37,782	39,104		39,104
				** 39,104		

900-000762-4-0000580.06 DEER CREEK	3,318.00- 3,610.64- 5,208.00	5,367	5,367	5,555		5,555
				** 5,555		

900-000762-4-0000580.08 SOUTH PEKIN	13,425.00- 12,786.00- 16,392.00	19,477	19,477	20,159		20,159
				** 20,159		

900-000762-4-0000580.09 VILLAGE OF HOPEDALE	12,060.00- 11,487.00- 14,728.00	12,648	12,648	13,091		13,091
				** 13,091		

PGM/ACT TAZCOMM

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
900-000762-4-0000580.10 MARQUETTE HEIGHTS	34,875.00- 33,216.00- 42,584.00	45,542	45,542	47,136		47,136
			**	47,136		
900-000762-4-0000580.11 MINIER	11,634.90- 11,207.00- 16,960.00	21,390	21,390	25,139		25,139
			**	25,139		
900-000762-4-0000580.12 DELAVAN	26,748.00- 25,476.00- 31,148.00	36,577	36,577	37,867		37,867
			**	37,867		
900-000762-4-0000580.14 TREMONT RESCUE 702	7,668.00- 7,302.00- 9,360.00	10,530	10,530	10,899		10,899
			**	10,899		
900-000762-4-0000580.15 SCHAEFERVILLE F.D.	1,752.00- 1,668.00- 1,605.00	2,350	2,350	2,432		2,432
			**	2,432		
900-000762-4-0000580.16 ADVANCED MEDICAL TRANSPOR	30,549.00- 29,094.00- 37,300.00	41,177	41,177	42,618		42,618
			**	42,618		
900-000762-4-0000581.01 PEKIN PARK DISTRICT	10,546.00- 5,550.00- 13,084.00	14,200	14,200	14,697		14,697
			**	14,697		
900-000762-4-0000581.04 CINCINATTI TWP FIRE DEPT	3,951.00- 5,016.00- 3,618.00	5,272	5,272	5,457		5,457
			**	5,457		
231,340.90- 420 FEES/CHARGES FOR SERVICES	217,668.64- 281,870.00	309,675	309,675	323,525		323,525

900-000762-4-0000901.00 INTEREST EARNINGS	1,062.94- 1,139.25- 3,632.63	1,500	1,500	1,500		1,500
			**	1,500		

PGM/ACT TAZCOMM

	2010 2009 2008	ACTUAL ACTUAL ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
1,062.94-							
460 INVESTMENT EARNINGS	1,139.25-		1,500	1,500	1,500		1,500
	3,632.63						

900-000762-4-0000381.00 TRANSFER FROM CITY OF PEK	345,074.00-		690,846	690,846	715,026		715,026
	504,158.00-						
	642,868.00				** 715,026		

900-000762-4-0000505.00 PREMIUMS	5,000.00-		7,000	7,000	14,000		14,000
	5,746.00-						
	6,700.00				** 14,000		

350,074.00-							
490 TRANSFERS FROM OTHER FUNDS	509,904.00-		697,846	697,846	729,026		729,026
	649,568.00						

900-000762-5-0000116.00 SALARY: ALL PERSONNEL	444,886.24		713,135		734,530		734,530
	483,063.17						
	652,375.97				** 734,530		

900-000762-5-0000121.00 PART TIME	49,784.59		63,000		65,500		65,500
	65,672.27						
	71,451.44				** 65,500		

900-000762-5-0000150.00 OVERTIME	18,811.95		30,000		31,000		31,000
	15,562.21						
	23,998.56				** 31,000		

900-000762-5-0000156.00 HOLIDAY PAY	23,756.92		34,130		35,155		35,155
	24,591.03						
	27,431.99				** 35,155		

900-000762-5-0000170.00 OASDI/CITY SHARE 6.2%	33,266.74		49,850		51,350		51,350
	36,124.35						
	47,562.90				** 51,350		

900-000762-5-0000170.01 MEDICARE/CITY SHARE 1.45%	7,709.99		11,500		12,000		12,000
	8,448.45						
	11,123.60				** 12,000		

PGM/ACT TAZCOMM

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
900-000762-5-0000174.01 IMRF	40,271.58 42,833.38 59,813.13	60,300		71,500		71,500
			**	71,500		
900-000762-5-0000180.00 GROUP INSURANCE	162,671.91 195,708.61 190,050.81	260,000		275,000		275,000
			**	275,000		
900-000762-5-0000182.00 UNEMPLOYMENT INSURANCE		1,000	1,000	1,000		1,000
Unemployment Insurance			**	1,000		
900-000762-5-0000183.00 WORKERS COMP INSURANCE	3,417.14 1,933.00 3,050.00	4,000	4,000	4,500		4,500
Workers Comp Ins			**	4,500		
784,577.06						
510 PERSONNEL	873,936.47 1,086,858.40	1,226,915	5,000	1,281,535		1,281,535

900-000762-5-0000201.00 OFFICE SUPPLIES	2,067.34 1,522.25 2,435.46	2,600	2,600	2,600		2,600
Office Supplies			**	2,600		
2,067.34						
520 COMMODITIES	1,522.25 2,435.46	2,600	2,600	2,600		2,600

900-000762-5-0000181.00 LIABILITY INSURANCE PACKA	7,090.69 4,988.07	9,000	9,000	9,500		9,500
Liability Insurance			**	9,500		
900-000762-5-0000187.00 MILEAGE	434.70 218.48 925.04	1,700	1,700	1,500		1,500
Mileage			**	1,500		
900-000762-5-0000190.00 TRAINING AND EDUCATION	3,698.86 2,044.88 9,113.11	7,000	7,000	7,000		7,000
Training/Education			**	7,000		

PGM/ACT TAZCOMM

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
900-000762-5-0000240.00 LEASE/RENTAL OF EQUIPMENT	202.29 626.53	1,200	1,200	1,200		1,200
Lease/Rental Equipment			**	1,200		
900-000762-5-0000290.00 EQUIPMENT	2,328.40 1,130.52 116,835.80	8,000	8,000	8,000		8,000
Equipment			**	8,000		
900-000762-5-0000340.00 AUTOMOTIVE EXPENSE						
Automotive			**			
900-000762-5-0000344.00 EQUIPMENT REPAIRS	3,628.25 6,686.82- 1,072.88	8,000	8,000	8,000		8,000
Equipment Repair			**	8,000		
900-000762-5-0000380.00 MAINTENANCE AGREEMENTS	103.53 107.11 143.28	200	200	200		200
Copier Maint Agreement			**	200		
900-000762-5-0000501.00 UTILITIES	7,255.58 8,135.54 10,937.54	14,500	14,500	14,500		14,500
Utilities			**	14,500		
900-000762-5-0000503.00 TELEPHONE	39,964.58 57,149.08 75,459.61	60,000	60,000	62,500		62,500
Telephone Includes est. increase in line charges)			**	62,500		
900-000762-5-0000510.00 PRINTING AND PUBLICATIONS	284.00 360.00 1,343.71	750	750	750		750
Printing			**	750		
900-000762-5-0000516.00 DUES AND SUBSCRIPTIONS	1,850.14 1,789.59 1,369.29	2,300	2,300	2,300		2,300
Dues/Subscriptions (includes weather radar)			**	2,300		
900-000762-5-0000542.00 MEALS, LODGING	96.72 263.85	300	300	300		300
Meals/Lodging			**	300		

PGM/ACT TAZCOMM

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
900-000762-5-0000550.00 RADIO EXPENSE	759.36 976.32 1,418.28	1,600	1,600	1,600		1,600
Ill Bell Tower Rent				**		
Radio Expense				**	1,600	
900-000762-5-0000561.00 GASOLINE/DIESEL FUEL	227.72 428.96 338.98	800	800	800		800
Fuel for Generator				**	800	
900-000762-5-0000590.00 MEDICAL EXPENSE/SUPPLIES	197.75 202.86 401.53	600	600	600		600
Medical Expense				**	600	
900-000762-5-0000605.00 CONSULTING FEES				5,000		5,000
Consulting Exp (begin mandated narrowbanding)				**	5,000	
900-000762-5-0000610.00 LEGAL FEES	1,354.05 582.50 21,075.44	5,000	5,000	4,000		4,000
Legal Fees				**	4,000	
900-000762-5-0000612.00 ENGINEERING FEES						
Engineering Fees				**		
900-000762-5-0000650.00 LEADS SERVICE		3,500	3,500	3,500		3,500
LEADS Service				**	3,500	
900-000762-5-0000668.00 RENTAL MUNICIPAL PROPERTY	4,500.00 6,750.00 9,000.00	12,000		12,000		12,000
OFFICE RENTAL				**	12,000	
900-000762-5-0000690.00 OTHER CONTRACTUAL SERVICE	1,304.10 2,806.74 2,738.36	3,400	3,400	3,400		3,400
Other Contract Serv				**	3,400	
900-000762-5-0000928.00 POLYGRAPH EXAM	60.00 450.00	500	500	500		500
Polygraph Exams				**	500	

PGM/ACT TAZCOMM

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST

900-000762-5-0000930.00 SUITS AND DAMAGES						
Suits/Damages				**		

900-000762-5-0000981.00 PUBLIC RELATIONS	280.76- 505.24 887.09	1,000	1,000	1,000		1,000
Public relations				**	1,000	

900-000762-5-0000998.01 COMPUTER SOFTWARE	599.00 599.00	600	600	600		600
New app Testing Software				**	600	

900-000762-5-0000998.02 COMPUTER HARDWARE	341.22	2,000	2,000	2,000		2,000
Computer Hardware				**	2,000	

530 CONTRACTUAL	75,198.89					
	82,290.36 254,999.32	143,950	131,950	150,750		150,750

900-000762-5-0000804.00 BUILDING PURCHASE/CONSTRU						
Building Purchase				**		

900-000762-5-0000804.01 BUILDING REPAIR						
Building Repair				**		

900-000762-5-0000870.01 LEASE / PURCHASE EQUIPMEN						
Lease/Purchase Equipment				**		

900-000762-5-0000871.00 OFFICE EQUIPMENT AND FURN						
Office Equipment				**		

550 CAPITAL OUTLAY						

PGM/ACT TAZCOMM

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
900-000762-5-0000906.00 BANK CHARGES	512.01 513.32	500	500			
Bank Charges				**		
900-000762-5-0000914.00 LOAN PAYMENTS	6,059.66					
Loan Payments				**		
900-000762-5-0000990.00 MISCELLANEOUS	147.05 133.86 501.38	500	500	500		500
Misc				**	500	
900-000762-5-0000999.00 DEPRECIATION EXPENSE						
Depreciation Exp				**		
147.05						
560 OTHER EXPENDITURES	645.87 7,074.36	1,000	1,000	500		500

900-000762-5-0000904.00 INTEREST PAID						
Int Paid				**		
580 DEBT SERVICE						

900-000762-5-0000410.00 TRANSFER TO GENERAL FUND	3,250.00 3,250.00 6,500.00	7,500	7,500	7,500		7,500
Transfer to General Fund				**	7,500	
3,250.00						
590 TRANSFERS TO OTHER FUNDS	3,250.00 6,500.00	7,500	7,500	7,500		7,500

TAZCOMM	870,360.84- 1,002,887.89- 1,286,346.63	1,384,699	1,384,699	1,442,878		1,442,878
REVENUE						
EXPENSE	865,240.34 961,644.95 1,357,867.54	1,381,965	148,050	1,442,885		1,442,885

FUND- 900 TAZEWell / PEKIN CCC FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 191

PGM/ACT TAZCOMM

ADDITIONAL DEPARTMENTAL NOTES

TAZEWELL / PEKIN CCC FUND	REVENUE	870,360.84- 1,002,887.89- 1,286,346.63	1,384,699	1,384,699	1,442,878	1,442,878
	EXPENSE	865,240.34 961,644.95 1,357,867.54	1,381,965	148,050	1,442,885	1,442,885

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-4-0000101.00 REAL ESTATE TAX	1,021,334.63- 974,705.05- 944,558.86	1,022,756	1,022,756	1,022,756		1,022,756
				** 1,022,756		
924-000924-4-0000120.00 REPLACEMENT P/P TAX - STA	61,693.60- 84,052.84- 119,432.08	103,500	103,500	90,000		90,000
REPLACEMENT P/P STATE TAX				** 90,000		
400 TAXES	1,083,028.23-	1,126,256	1,126,256	1,112,756		1,112,756
	1,058,757.89- 1,063,990.94					

924-000924-4-0000379.00 CITY-OTHER						
CITY-OTHER				**		
924-000924-4-0000383.00 SOI LITERACY GRANT REIMBU						
SOI LITERACY GRANT REIMBURS				**		
924-000924-4-0000387.00 OTHER GRANTS	24,864.00- 16,692.00-	3,000	3,000	3,000		3,000
OTHER GRANTS				** 3,000		
924-000924-4-0000450.00 PER CAPITA GRANT	40,990.67	40,941	40,941	34,400		34,400
PER CAPITA GRANT				** 34,400		
410 INTERGOVERNMENTAL	24,864.00- 16,692.00- 40,990.67	43,941	43,941	37,400		37,400

924-000924-4-0000570.01 FRIENDS BOOK SALE	4,951.92- 6,668.50- 7,560.56	7,500	7,500	7,500		7,500
FRIENDS BOOK SALE				** 7,500		
924-000924-4-0000570.02 COPY MACHINES	2,055.30- 2,427.54- 3,531.38	4,100	4,100	3,500		3,500
COPY MACHINES				** 3,500		

PGM/ACT MUNICIPAL LIBRARY

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-4-0000570.03 PRINTING FEES (LIBRARY)	3,665.75- 3,198.34- 4,423.23	4,500	4,500	4,400		4,400
PRINTING FEES (LIBRARY)			**	4,400		
924-000924-4-0000570.04 MICROFILM RENTAL		50	50	50		50
MICROFILM RENTAL			**	50		
924-000924-4-0000570.05 NON-RESIDENT FEES	4,488.00- 5,200.00- 7,420.00	8,000	8,000	6,500		6,500
NON-RESIDENT FEES			**	6,500		
924-000924-4-0000570.06 BOOKS - LOST AND DAMAGED	1,454.59- 2,294.74- 3,006.85	3,000	3,000	3,000		3,000
BOOKS-LOST AND DAMAGED			**	3,000		
924-000924-4-0000570.07 ROOM USE FEES	395.00- 1,082.30- 1,050.00	1,800	1,800	2,000		2,000
ROOM USE FEES			**	2,000		
924-000924-4-0000570.08 BOOK RENTAL FEE	1,587.75- 767.10- 721.05	750	750	4,850		4,850
BOOK RENTAL FEE			**	4,850		
924-000924-4-0000570.09 STAFF SALES	1,509.67- 2,157.60- 2,700.41	2,600	2,600	2,600		2,600
STAFF SALES			**	2,600		
924-000924-4-0000570.10 FAX FEE	1,982.17- 1,261.55- 1,784.85	1,800	1,800	1,800		1,800
FAX FEE			**	1,800		
22,090.15- 420 FEES/CHARGES FOR SERVICES	25,057.67- 32,198.33	34,100	34,100	36,200		36,200

924-000924-4-0000650.01 LIBRARY FINES - ADULT DEP	10,404.85- 10,625.69- 14,268.98	14,000	14,000	14,000		14,000
LIBRARY FINES - ADULT DEPT.			**	14,000		

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-4-0000650.02 LIBRARY FINES - JUNIOR DE	1,631.39- 1,175.69- 1,828.90	1,800	1,800	1,700		1,700
LIBRARY FINES - JUNIOR DEPT.			**	1,700		
12,036.24- 430 FINES AND FORFEITS	11,801.38- 16,097.88	15,800	15,800	15,700		15,700

924-000924-4-0000901.00 INTEREST EARNINGS	352.91- 16,598.17- 12,884.35	5,000	5,000	500		500
INTEREST EARNINGS			**	500		
924-000924-4-0000901.02 ENDOWMENT INTEREST	243.72- 2,516.05 8,322.71	8,000	8,000	500		500
ENDOWMENT INTEREST			**	500		
924-000924-4-0000901.11 INTEREST EARNINGS CAPITAL	170.11- 825.91- 6,554.29	6,500	6,500	500		500
INTEREST EARNINGS CAP DEV			**	500		
766.74- 460 INVESTMENT EARNINGS	14,908.03- 27,761.35	19,500	19,500	1,500		1,500

924-000924-4-0000910.00 RENTAL OF MUNICIPAL PROPE						
RENTAL OF MUNICIPAL PROPERTY			**			
924-000924-4-0000911.00 REFUND ON INSURANCE PREMI	30.00					
REFUND ON INSURANCE PREMIUM			**			
924-000924-4-0000950.01 MAINTENANCE - DIRKSEN FOU						
MAINT. - DIRKSEN FOUNDATION			**			
924-000924-4-0000951.00 JAIL SERVICE DONATIONS						
JAIL SERVICE DONATIONS			**			

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-4-0000988.00 CAPITAL DEVELOPMENT	310,000.00-					
CAPITAL DEVELOPMENT				**		
924-000924-4-0000991.00 INSURANCE RECOVERIES	127.50					
INSURANCE RECOVERIES				**		
924-000924-4-0000992.00 GIFTS AND MEMORIALS	17,004.08- 11,980.45- 32,826.94	12,000	12,000	12,000		12,000
GIFTS AND MEMORIALS				** 12,000		
924-000924-4-0000993.00 IPTIP / GIFT FUND						
IPTIP/GIFT FUND				**		
924-000924-4-0000998.00 MISCELLANEOUS RECEIPTS	6,417.65- 623.84- 1,892.84	3,800	3,800	1,500		1,500
MISCELLANEOUS RECEIPTS				** 1,500		
23,421.73-						
470 OTHER REVENUE	322,604.29- 34,877.28	15,800	15,800	13,500		13,500

924-000924-4-0000810.00 TRANSFER FROM GENERAL FUND						
TRANSFER FROM GEN. FUND				**		
924-000924-4-0000871.00 TRANSFER FROM TIF 2						
TRANSFER FROM TIF2				**		
490 TRANSFERS FROM OTHER FUNDS						

924-000924-5-0000116.00 SALARY: ALL PERSONNEL	340,650.42 361,340.28 477,382.35	566,778		559,007		559,007
			** 559,007			

PGM/ACT MUNICIPAL LIBRARY

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-5-0000170.00 OASDI/CITY SHARE 6.2%	22,110.37 24,004.49 31,358.37	35,300		34,850		34,850
			**	34,850		
924-000924-5-0000170.01 MEDICARE/CITY SHARE 1.45%	5,170.98 5,614.01 7,333.77	8,256		8,150		8,150
			**	8,150		
924-000924-5-0000174.01 IMRF	28,346.57 28,901.37 39,903.88	45,600		47,500		47,500
			**	47,500		
924-000924-5-0000180.00 GROUP INSURANCE	35,695.22 42,502.15 59,093.38	58,000		65,991		65,991
			**	65,991		
924-000924-5-0000183.00 WORKERS COMP INSURANCE	4,038.00 3,597.00 2,942.00	3,700		3,700		3,700
			**	3,700		
510 PERSONNEL	436,011.56					
	465,959.30 618,013.75	717,634		719,198		719,198

924-000924-5-0000201.00 OFFICE SUPPLIES	5,216.69 4,737.97 8,582.38	7,000	7,000	6,500		6,500
printing supplies			**	1,685		
misc supplies			**	1,635		
copy paper			**	1,180		
library cards			**	2,000		
924-000924-5-0000203.00 LIBRARY SUPPLIES	3,628.18 4,733.53 4,863.59	5,000	5,000	5,500		5,500
new materials process supplies			**	3,500		
mending supplies, repl packaging			**	2,000		
924-000924-5-0000203.02 COPY MACHINE - RENTAL AND	6,145.00 5,989.59 4,154.90	9,000	9,000	9,000		9,000
Ricoh lease			**	2,500		
color copies			**	2,200		
Danka service			**	4,300		

PGM/ACT MUNICIPAL LIBRARY

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-5-0000203.03 READER-PRINTER - SUPPLIES	226.82 1,307.32 1,480.96	1,500	1,500	1,000		1,000
READER-PRINTER-SUPPLIES				** 1,000		
924-000924-5-0000204.00 POSTAGE	1,549.58 1,795.41 3,072.66	3,100	3,100	3,100		3,100
POSTAGE				** 3,100		
924-000924-5-0000206.00 OCLC CATALOGING	4,774.00 4,547.00 4,330.00	4,650	4,650	5,000		5,000
OCLC CATALOGING				** 5,000		
924-000924-5-0000233.01 ADULT * BOOKS - FICTION	15,021.22 19,225.65 25,357.11	25,000	25,000	25,000		25,000
ADULT-BOOKS-FICTION				** 25,000		
924-000924-5-0000233.02 CHILDREN'S * BOOKS - FICT	7,666.34 7,465.09 10,107.45	10,000	10,000	12,500		12,500
CHILDREN'S- BOOKS-FICTION				** 12,500		
924-000924-5-0000233.04 LARGE PRINT BOOKS	2,890.67 2,860.24 3,949.77	4,400	4,400	5,500		5,500
LARGE PRINT BOOKS FICTION				** 5,500		
924-000924-5-0000234.01 ADULT * BOOKS - NON-FICT	29,955.05 41,036.75 41,006.02	47,800	47,800	47,800		47,800
ADULT-BOOKS-NONFICTION information databases				** 37,400 ** 10,400		
924-000924-5-0000234.02 CHILDREN'S * BOOKS - NON-	4,742.17 8,071.03 11,014.84	11,000	11,000	13,000		13,000
CHILDREN'S BOOKS-NONFICTION				** 13,000		
924-000924-5-0000234.04 LARGE PRINT BOOKS	268.25 477.66 261.47	600	600	1,000		1,000
LARGE PRINT BOOKS NONFICTION				** 1,000		
924-000924-5-0000235.00 RENTAL BOOK PURCHASE	1,214.78 1,104.20 822.49	900	900	5,000		5,000

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
RENTAL BOOKS PURCHASE				** 5,000		
924-000924-5-0000235.01 ADULT * PERIODICALS	6,662.59 5,294.94 5,349.33	6,500	6,500	6,500		6,500
ADULT-PERIODICALS				** 6,500		
924-000924-5-0000235.02 CHILDREN'S * PERIODICALS	371.74 371.74 407.16	460	460	475		475
CHILDREN'S PERIODICALS				** 475		
924-000924-5-0000236.03 C.D. 'S	1,035.79 654.42 1,996.82	2,700	2,700	2,700		2,700
CDs				** 2,700		
924-000924-5-0000237.00 VIDEO CASSETTES	5,771.74 8,923.07 8,871.76	9,000	9,000	9,000		9,000
VIDEO CASSETTES & DVD's				** 9,000		
924-000924-5-0000237.01 ADULT * CASSETTES	6,975.89 7,059.54 9,017.22	9,200	9,200	9,200		9,200
ADULT-CASSETTES				** 9,200		
924-000924-5-0000237.02 CHILDREN'S * CASSETTES	677.90 67.58 837.41	1,200	1,200	600		600
CHILDREN'S-CASSETTES				** 600		
924-000924-5-0000239.00 PROGRAM SUPPLIES	2,475.49 2,509.99 3,967.62	4,600	4,600	4,600		4,600
PROGRAM SUPPLIES				** 4,600		
924-000924-5-0000239.01 ADULT * PROGRAMS	2,227.50 718.60 2,668.18	4,000	4,000	4,500		4,500
ADULT-PROGRAMS				** 4,500		
924-000924-5-0000239.02 CHILDREN'S * PROGRAMS	875.00 89.60 2,112.50	2,500	2,500	2,500		2,500
CHILDREN'S-PROGRAMS				** 2,500		
110,372.39						
520 COMMODITIES	129,040.92 154,231.64	170,110	170,110	179,975		179,975

PGM/ACT MUNICIPAL LIBRARY

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-5-0000343.00 EQUIPMENT - REPAIRS AND M	1,392.13 696.00 537.83	2,000	2,000	1,100		1,100
EQUIPMENT-REPAIRS & MAINT.				** 1,100		
924-000924-5-0000346.00 BUILDING REPAIRS & MAINT	24,345.61 26,792.73 28,956.39	40,083	40,083	40,083		40,083
BUILDING REPAIRS & MAINT				** 40,083		
924-000924-5-0000501.01 ELECTRICITY	41,650.23 44,004.43 62,630.56	70,000	70,000	58,000		58,000
ELECTRICITY				** 58,000		
924-000924-5-0000501.02 WATER	978.11 1,118.92 1,409.09	1,600	1,600	2,000		2,000
WATER				** 2,000		
924-000924-5-0000501.03 GAS	4,125.07 15,896.53 21,606.94	32,000	32,000	25,000		25,000
GAS				** 25,000		
924-000924-5-0000503.00 TELEPHONE	635.39 2,018.04 1,555.99	1,800	1,800	2,200		2,200
TELEPHONE				** 2,200		
924-000924-5-0000509.00 GENERAL INSURANCE	12,338.00 11,666.00 10,647.00	12,000	12,000	12,900		12,900
GENERAL INSURANCE				** 12,900		
924-000924-5-0000513.00 BINDING COSTS	111.59 120.92					
BINDING COSTS				**		
924-000924-5-0000515.04 PURCHASES - MICROFILM	183.00	3,200	3,200			
PURCHASES-MICROFILM				**		
924-000924-5-0000515.07 PURCHASES - NEWSPAPERS	2,787.81 3,413.25 2,928.60			3,600		3,600
PURCHASES-NEWSPAPERS				** 3,600		

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
924-000924-5-0000516.00 DUES AND SUBSCRIPTIONS	855.00 1,045.00 1,484.00	1,750	1,750	1,800		1,800
Local Service Organization Participation Dues			**	400		
American Library Assn, Illinois Library Assn Dues			**	1,050		
Chamber, Coalition for Equality, Tazewell Museum Dues			**	350		
924-000924-5-0000519.00 LOST BOOKS / ILL	44.71 24.00 210.80	200	200	200		200
LOST BOOKS-ILL			**	200		
924-000924-5-0000542.06 CONFERENCE AND MEETING EX	2,090.07 1,159.17 2,438.41	4,500	4,500	3,700		3,700
Continuing Education			**	3,200		
2010 ILA Conference			**	500		
924-000924-5-0000542.07 TRAVEL	1,245.22 1,617.27 2,386.27	3,500	3,500	3,000		3,000
2010 ILA Conference			**	1,200		
Mileage,exp for outreach delivery, mtg/continuing ed travel			**	1,800		
924-000924-5-0000615.00 PROPERTY MANAGEMENT EXPEN						
PROPERTY MANAGEMENT EXP.			**			
924-000924-5-0000632.04 ISP	2,030.97 2,772.61 2,678.31	2,600	2,600	2,900		2,900
CivicNet			**	600		
clear element webhosting & svcs			**	900		
isp-centel & nts			**	1,400		
924-000924-5-0000661.00 JAIL SERVICE EXPENSE						
JAIL SERVICE EXPENSE (we no longer purchase magazines for the jail)			**			
924-000924-5-0000663.00 CIRCULATION SYSTEM	15,189.36 17,117.90 18,257.61	23,000	23,000	23,700		23,700
CIRCULATION SYSTEM			**	23,700		
924-000924-5-0000690.00 OTHER CONTRACTUAL SERVICE	4,128.47 3,135.30 2,725.45	6,000	6,000	3,600		3,600

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Computer tech services				**	3,100	
legal				**	500	

924-000924-5-0000983.00 LSCA TITLE I GRANT	29,337.41 10,871.02 2,486.82	3,000	3,000	3,000		3,000
LSCA TITLE I GRANT				**	3,000	

924-000924-5-0000991.00 STAFF PURCHASES	1,447.30 2,203.32 2,596.01	2,600	2,600	2,600		2,600
STAFF PURCHASES				**	2,600	

924-000924-5-0000992.00 DESIGNATED FUND PURCHASES						
DESIGNATED FUND PURCHASES				**		

924-000924-5-0000993.00 PURCHASES FROM GIFTS	36,719.33 14,226.25 11,904.29	12,000	12,000	12,000		12,000
PURCHASES FROM GIFTS				**	12,000	

924-000924-5-0000993.01 PURCHASES FROM ENDOWMENT	6,794.20 1,680.78 5,438.00	8,000	8,000	500		500
PURCHASE - ENDOWMENT INT.				**	500	

924-000924-5-0000998.01 COMPUTER SOFTWARE	412.68 874.82 1,476.14	600	600	1,000		1,000
COMPUTER SOFTWARE				**	1,000	

924-000924-5-0000998.03 LITERACY GRANT PURCHASES						
LITERACY GRANT PURCHASES				**		

188,658.66						
530 CONTRACTUAL	162,333.34 184,658.43	230,433	230,433	202,883		202,883

924-000924-5-0000804.00 BUILDING PURCHASE/CONSTRU						
BUILDING PURCHASE/CONSTRUCT				**		

924-000924-5-0000804.01 BUILDING REPAIR	65,542.70 210,550.96 182,894.55	109,500	109,500	92,000		92,000

PGM/ACT MUNICIPAL LIBRARY

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
Plaza Pavers repair				** 11,000		
Drop box fire suppression				** 6,000		
Security inst phase II				** 30,000		
Childrens Services ceiling repair/ paint furniture				** 15,000		
Adult Services ceiling repair/paint, furniture:				** 30,000		
924-000924-5-0000873.00 EQUIPMENT	3,269.50 1,961.86 1,960.56	5,500	5,500	5,500		5,500
EQUIPMENT				** 5,500		
924-000924-5-0000877.00 TECHNOLOGY	5,993.68 4,281.45 6,832.30	7,000	7,000	7,000		7,000
TECHNOLOGY				** 7,000		
924-000924-5-0000988.00 CAPITAL DEVELOPMENT	32,832.44 316,837.90 19,845.77	5,000	5,000			
CAPITAL DEVELOPMENT (transf to Cap Devel reserve fund)				**		
107,638.32						
550 CAPITAL OUTLAY	533,632.17 211,533.18	127,000	127,000	104,500		104,500

924-000924-5-0000987.00 TRANSFER TO FRIENDS	5,219.12 6,465.77 7,412.76	7,500	7,500	7,500		7,500
TRANSFER TO FRIENDS				** 7,500		
924-000924-5-0000990.00 MISCELLANEOUS	2,427.11 3,138.04 10,652.36	2,720	2,720	3,000		3,000
MISCELLANEOUS				** 3,000		
924-000924-5-0000993.02 FIXED ASSET TRANSFER						
FIXED ASSET TRANSFER				**		
924-000924-5-0000994.00 MICROFILM DEPOSIT ACCOUNT						
MICROFILM DEPOSIT ACCOUNT				**		
924-000924-5-0000999.99 CONTINGENCY						
CONTINGENCY				**		

FUND 924 MUNICIPAL LIBRARY FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD ENDING: 12/31/09
FISCAL MONTH: 08 66.67%

REPORT PRINT DATE- 1/06/10
PAGE 203

PGM/ACT MUNICIPAL LIBRARY

2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
---	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------

560 OTHER EXPENDITURES	7,646.23 9,603.81 18,065.12	10,220	10,220	10,500	10,500
------------------------	-----------------------------------	--------	--------	--------	--------

924-000924-5-0000410.00 TRANSFER TO GENERAL FUND

TRANSFER TO GENERAL FUND **

590 TRANSFERS TO OTHER FUNDS

MUNICIPAL LIBRARY	REVENUE	1,166,207.09- 1,449,821.26- 1,215,916.45	1,255,397	1,255,397	1,217,056	1,217,056
	EXPENSE	850,327.16 1,300,569.54 1,186,502.12	1,255,397	537,763	1,217,056	1,217,056

FUND- 924 MUNICIPAL LIBRARY FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 204

PGM/ACT MUNICIPAL LIBRARY

ADDITIONAL DEPARTMENTAL NOTES

MUNICIPAL LIBRARY FUND	REVENUE	1,166,207.09- 1,449,821.26- 1,215,916.45	1,255,397	1,255,397	1,217,056	1,217,056
	EXPENSE	850,327.16 1,300,569.54 1,186,502.12	1,255,397	537,763	1,217,056	1,217,056

PGM/ACT POLICE PENSION

	2010 ACTUAL 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
941-000941-4-0000101.00 REAL ESTATE TAX	1,027,993.04- 841,313.42- 913,004.00	1,116,695	1,116,695	1,341,734		1,341,734
103% actuarial				** 1,341,734		
941-000941-4-0000120.00 REPLACEMENT P/P TAX - STA	432.72- 31,966.79- 33,882.22	39,965	39,965	38,788		38,788
2.08% 5-594.00 line				** 38,788		
400 TAXES	1,028,425.76- 873,280.21- 946,886.22	1,156,660	1,156,660	1,380,522		1,380,522

941-000941-4-0000919.00 INCR/DECR INVESTMENT VALU				1,000,000		1,000,000
				** 1,000,000		
460 INVESTMENT EARNINGS				1,000,000		1,000,000

941-000941-4-0000790.00 EMPLOYEE PENSION DEDUCTIO	229,264.56- 247,883.87- 384,439.27	325,000	325,000	350,000		350,000
				** 350,000		
470 OTHER REVENUE	229,264.56- 247,883.87- 384,439.27	325,000	325,000	350,000		350,000

941-000941-5-0000594.00 PENSION PAYMENTS	1,181,987.69 1,240,495.92 1,615,569.11	1,718,402	1,718,402	1,864,811		1,864,811
retiree pensions				** 1,864,811		
570 BENEFIT PAYMENTS	1,181,987.69 1,240,495.92 1,615,569.11	1,718,402	1,718,402	1,864,811		1,864,811

POLICE PENSION REVENUE	1,257,690.32- 1,121,164.08- 1,331,325.49	1,481,660	1,481,660	2,730,522		2,730,522
POLICE PENSION EXPENSE	1,181,987.69 1,240,495.92 1,615,569.11	1,718,402	1,718,402	1,864,811		1,864,811

FUND- 941 POLICE PENSION FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 206

PGM/ACT POLICE PENSION

ADDITIONAL DEPARTMENTAL NOTES

POLICE PENSION FUND	REVENUE	1,257,690.32- 1,121,164.08- 1,331,325.49	1,481,660	1,481,660	2,730,522	2,730,522
	EXPENSE	1,181,987.69 1,240,495.92 1,615,569.11	1,718,402	1,718,402	1,864,811	1,864,811

PGM/ACT FIRE PENSION

	2010 2009 ACTUAL 2008 ACTUAL	2010 CURRENT BUDGET	2010 REVISED BUDGET	2011 CONTIN- UATION	2011 SUPPLE- MENTAL	2011 TOTAL REQUEST
944-000944-4-0000101.00 REAL ESTATE TAX	1,663,530.84- 1,458,161.56- 1,458,006.18	1,807,071	1,807,071	2,170,230		2,170,230
105% STATE ACTUARIAL				** 2,170,230		
944-000944-4-0000120.00 REPLACEMENT P/P TAX - STA	700.24- 48,064.90- 53,006.56	52,883	52,883	55,882		55,882
2.44% 5-594.00 line item				** 55,882		
400 TAXES	1,664,231.08- 1,506,226.46- 1,511,012.74	1,859,954	1,859,954	2,226,112		2,226,112

944-000944-4-0000919.00 INCR/DECR INVESTMENT VALU				1,200,000		1,200,000
				** 1,200,000		
460 INVESTMENT EARNINGS				1,200,000		1,200,000

944-000944-4-0000790.00 EMPLOYEE PENSION DEDUCTIO	218,998.93- 233,351.03- 315,440.79	305,000	305,000	310,000		310,000
				** 310,000		
470 OTHER REVENUE	218,998.93- 233,351.03- 315,440.79	305,000	305,000	310,000		310,000

944-000944-5-0000594.00 PENSION PAYMENTS	1,487,722.69 1,506,080.66 1,968,108.73	1,994,713	1,994,713	2,290,252		2,290,252
retiree pensions				** 2,290,252		
570 BENEFIT PAYMENTS	1,487,722.69 1,506,080.66 1,968,108.73	1,994,713	1,994,713	2,290,252		2,290,252
FIRE PENSION REVENUE	1,883,230.01- 1,739,577.49- 1,826,453.53	2,164,954	2,164,954	3,736,112		3,736,112
EXPENSE	1,487,722.69 1,506,080.66 1,968,108.73	1,994,713	1,994,713	2,290,252		2,290,252

FUND- 944 FIRE PENSION FUND

CITY OF PEKIN, ILLINOIS
ACTIVITY SPENDING WORKSHEET 2010-2011
PERIOD12/31/09
FISCAL M%NTH: 66.67

REPORT PRINT DATE- 1/06/10
PAGE 208

PGM/ACT FIRE PENSION

ADDITIONAL DEPARTMENTAL NOTES

FIRE PENSION FUND	REVENUE	1,883,230.01- 1,739,577.49- 1,826,453.53	2,164,954	2,164,954	3,736,112	3,736,112
	EXPENSE	1,487,722.69 1,506,080.66 1,968,108.73	1,994,713	1,994,713	2,290,252	2,290,252

FINAL TOTAL REVENUE	29,497,992.67-				
	30,980,509.36-	40,634,482	38,980,212	47,885,714	47,885,714
	38,000,361.81				
EXPENSE	26,246,033.79				
	27,245,330.17	37,044,076	17,538,435	46,129,976	46,129,976
	32,236,275.53				



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (February 24, 2010)

AGENDA ITEM: Ordinance Amending Fee that City Charges for “Conduit” Bond Financing

AGENDA DATE REQUESTED: March 22, 2010

ACTION REQUESTED: Approval of Amended Ordinance

BACKGROUND: In 1973 the City through its home rule authorities, passed an ordinance allowing the City to assist private entities in the issuance of revenue bonds for pollution control facilities and economic development projects. Through the years, subsequent ordinances have further defined that program. One subsequent ordinance allowed the City to offer such “conduit” financing to entities within 10 miles of the City.

Through the years the City has functioned as the “conduit” for this financing that has helped local companies; i.e. Powerton, Pekin Hospital and the UAW Highrise. The City also has no liabilities or exposure on those bonds. Typically the City has received a fee (as high as 0.3% of the cost of the bonds) and have had our legal fees covered by the entity receiving the bonds.

In an effort to “clean up” the language from the various City ordinances, I would like to recommend the following changes to our ordinances.

- 1) For those projects outside the City limits of Pekin, the City receive a fee of 0.3% of the cost of the bonds. Up to 1/3 or 0.1% of that cost may be provided to the City in the form of in-kind services. Said in-kind services shall be mutually agreed upon by the City and the entity receiving the bonds. In addition, the City shall recoup all legal fees involved in the preparation of the applicable documentation necessary for action by the City Council.
- 2) For those projects within the City limits of Pekin, the City receive a fee of 0.2% of the cost of the bonds. Up to 1/2 or 0.1% of that cost may be provided to the City in the form of in-kind services. Said in-kind services shall be mutually agreed upon by the City and the entity receiving the bonds. In addition, the City shall recoup all legal fees involved in the preparation of the applicable documentation necessary for action by the City Council.

Why the staggered rates? Our current 0.3% rate is actually higher than most communities. Peoria’s rate is 0.2% and declines when a certain threshold amount is set. I believe there should be some preference to local companies. Those companies that are outside our corporate boundaries do not pay our local property tax. Let them pay a higher fee.

Why the offer for in-kind services in lieu of dollars? There are cases when someone can offer things to the City that are worth more than money.

Specifically, Pekin Hospital is looking to refinance 3 of their existing bonds. They would like to use the City as the conduit. Potentially they could look at other governmental sponsors, but prefer to work with the City.

The City and the hospital have always had a good working relationship. A couple of years ago I had the opportunity of participating in some classes/training there. I have also participated in a number of meetings there. They provide services at our annual Health Fair. I could see getting a lot of "bang for our buck" by being able to have the ability to use some of these types of in-kind services.

FINANCIAL IMPACT: The City will receive a fee, to cover administrative costs, as well as having legal fees covered. Viability of Private projects may be enhanced.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Facilitates Bond Financing of Private Projects

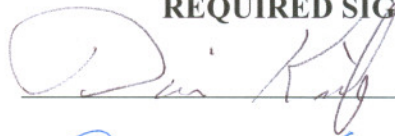
IMPACT IF DENIED: Projects would need to find alternative "Conduit" and City receives no fee

ALTERNATIVES: Other Bond sources

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Strong Foundation theme

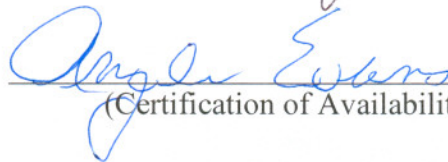
REQUIRED SIGNATURES

Department Director



2/24/2010
Date

Finance Department



(Certification of Availability of Funds)

2-24-10
Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1197

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form; and

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the City of Pekin has adopted ordinance 1197, as amended, and has amended it with Ordinance No. 1423 and Ordinance No. 1427, and amended in other ways thereafter from time to time; and

WHEREAS, the City has therefore amended said ordinance to provide for the establishment of a fee to be charged by the City of Pekin for the issuance of bonds authorized under Ordinance No. 1197, or any amendment thereto; and

WHEREAS it is a desire of the City of Pekin to amend the fee structure to paid to the City of Pekin in connection with the issuance of bonds under said Ordinance No. 1197, all amendments thereto whether or not said projects financed by are inside or outside the city limits of the City of Pekin, Illinois;

WHEREAS, the City Council believes it is appropriate to amend Ordinance No. 1197 and any amendments thereto, which was an ordinance authorizing acquisition, construction and financing of pollution control facilities, and economic development projects and the lease, sale,

and financing thereof to or for any person, providing the issuance of revenue bonds, and establishing procedures in respect thereto as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, in the exercise of its home rule powers, Section 1 is replaced as follows:

1. “Section I

(a). Upon the issuance of any bond authorized under Ordinance No. 1197, or any amendment thereto, and pursuant to any loan agreement, lease agreement, or any other agreements arising out of the same, for those projects outside the City limits of Pekin, the City shall receive a fee of 0.3% of the amount of the bonds. Up to 1/3 or 0.1% of that cost may be provided to the City in the form of in-kind services. Said in-kind services shall be mutually agreed upon by the City and the entity receiving the bonds. In addition, the City’s shall recoup all legal fees involved in the preparation of the applicable documentation necessary for action by the City Council from the party with whom the City has entered into said loan agreement.

(b). Upon the issuance of any bond authorized under Ordinance No. 1197, or any amendment thereto, and pursuant to any loan agreement, lease agreement, or any other agreements arising out of the same, for those projects within the City limits of Pekin, the City shall receive a fee of 0.2% of the amount of the bonds. Up to 1/2 or 0.1% of that cost may be provided to the City in the form of in-kind services. Said in-kind services shall be mutually agreed upon by the City and the entity receiving the bonds. In addition, the City shall recoup all legal fees involved in the preparation of the applicable documentation necessary for action by the City Council from the party with whom the City has entered into said loan agreement.”

In all other respects, the previous ordinances, including all amendments, not inconsistent herewith, shall remain in full force and effect.

This ordinance shall become effective upon its passage and approval.

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2010, and upon roll call the vote was as follows:

AYES:	_____
NAYS:	_____
ABSENT:	_____
ABSTAINING:	_____

APPROVED this ____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK



City of Pekin
Office Of The
City Manager

Memo

To: City Council

From: Dennis Kief, City Manager

111 South Capitol Street

Pekin, Illinois 61554 – 4108

309 – 477 –2300 (Phone) 309 – 346 – 2095 (Fax)

dkief@ci.pekin.il.us

CC: Pat Oberle, Burt Dancey, Jim Wolf and Sue McMillan

Date: February 24, 2010

Re: City Bonding Conduit

In 1973 the City through it's home rule authorities, passed an ordinance allowing the City to assist private entities in the issuance of revenue bonds for pollution control facilities and economic development projects. Through the years, subsequent ordinances have further defined that program. One subsequent ordinance allowed the City to offer such "conduit" financing to entities within 10 miles of the City.

Through the year's the City has functioned as the "conduit" for this financing that has helped local companies; i.e. Powerton, Pekin Hospital and the UAW Highrise. The City also has no liabilities or exposure on those bonds. Typically the City has received a fee (as high as 0.3% of the cost of the bonds) and have had our legal fees covered by the entity receiving the bonds.

In an effort to "clean up" the language from the various City ordinances, I would like to recommend the following changes to our ordinances.

- 1) For those projects outside the City limits of Pekin, the City receive a fee of 0.3% of the cost of the bonds. Up to 1/3 or 0.1% of that cost may be provided to the City in the form of in-kind services. Said in-kind services shall be mutually

agreed upon by the City and the entity receiving the bonds. In addition, the City shall recoup all legal fees involved in the preparation of the applicable documentation necessary for action by the City Council.

- 2) For those projects within the City limits of Pekin, the City receive a fee of 0.2% of the cost of the bonds. Up to 1/2 or 0.1% of that cost may be provided to the City in the form of in-kind services. Said in-kind services shall be mutually agreed upon by the City and the entity receiving the bonds. In addition, the City shall recoup all legal fees involved in the preparation of the applicable documentation necessary for action by the City Council.

Why the staggered rates? Our current 0.3% rate is actually higher than most communities. Peoria's rate is 0.2% and declines when a certain threshold amount is set. I believe there should be some preference to local companies. Those companies that are outside our corporate boundaries do not pay our local property tax. Let them pay a higher fee.

Why the offer for in-kind services in lieu of dollars? There are cases when someone can offer things to the City that are worth more than money.

Specifically, Pekin Hospital is looking to refinance 3 of their existing bonds. They would like to use the City as the conduit. Potentially they could look at other governmental sponsors, but prefer to work with the City.

The City and the hospital have always had a good working relationship. A couple of years ago I had the opportunity of participating in some classes/training there. I have also participated in a number of meetings there. They provide services at our annual Health Fair. I could see getting a lot of "bang for our buck" by being able to have the ability to use some of these types of in-kind services.

Please let me know your thoughts on this as soon as possible. We would like to have an ordinance for your consideration at the March 22nd City Council Meeting incorporating these changes.



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (February 25, 2010)

AGENDA ITEM: Conduit Financing for Pekin Memorial Hospital

AGENDA DATE REQUESTED: March 22, 2010

ACTION REQUESTED: Approval of Conduit Financing through the City for the Benefit of the Hospital

BACKGROUND: This includes the refinancing of 3 existing Pekin Hospital Bonds in the total amount of \$23,500,000. The re-payment of the debt service would be solely by revenue pledged by the Hospital. The City will be indemnified from the Hospital for repayment of lease obligations and the City is not contractually obligated to repay the bond obligations. The City will not be pledging any of its funds, property, or resources for repayment of the lease obligations nor will this constitute a "debt" of the City.

The proceeds of the Bonds will be loaned to Pekin Memorial Hospital to re-finance the outstanding portion of the: (a) \$14,430,000 Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital) (the "Series 1993B Bonds"), (b) \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital) (the "Series 1993C Bonds"), and (c) \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital) (the "Series 1997 Bonds")

The City has provided similar Tax-Exempt Bonds. Similar bonds have been utilized for the refinancing of some UAW Highrise Bonds and for the Dirksen Congressional Center, as well as the Pekin Hospital previously.

FINANCIAL IMPACT: The City will receive a fee, to cover administrative costs, of at least \$23,500.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Facilitates the Hospital's Refinancing Plans

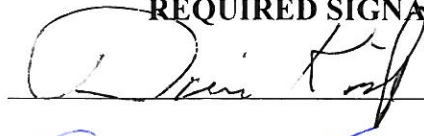
IMPACT IF DENIED: Non Tax-Exempt Bonds would cost the Hospital more money.

ALTERNATIVES: Other Bond sources

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with the Strong Foundation theme

REQUIRED SIGNATURES

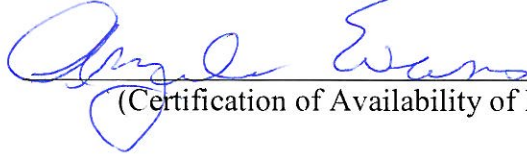
Department Director



2/25/10

Date

Finance Department



(Certification of Availability of Funds)

2-25-10

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date



February 25, 2010

VIA E-MAIL AND REGULAR U.S. MAIL

City of Pekin, Illinois
111 South Capital Street
Pekin, Illinois 61554
Attention: Dennis Kief, City Manager

Re: Tax-Exempt Bond Financing for Pekin Memorial Hospital

Dear Mr. Kief:

The purpose of this letter is to follow up to recent phone conversations with you and to request that the City assist Pekin Memorial Hospital (the "Hospital") by issuing tax-exempt bonds (the "Bonds") on behalf of the Hospital in a principal amount equal to approximately \$23,500,000. The Hospital proposes that the City issue the Bonds in order to permit the Hospital to refund certain existing indebtedness of the Hospital and to pay certain costs of issuing the Bonds. The proposed structure of the financing is a private placement of Bonds to U.S. Bank, National Association (the "Bank"). Under this structure, the Bank will purchase the Bonds from the City under a bond purchase agreement among the City, the Hospital and the Bank. The Bonds would be issued by the City pursuant to a bond trust indenture and the proceeds of the Bonds would be loaned by the City to the Hospital under a loan agreement.

As provided by law, the principal of and interest on the Bonds would be payable solely from payments made by the Hospital. No tax or other revenues of the City would be used to make payments on the Bonds. The documents executed in connection with the financing will contain typical provisions to that effect and provide customary indemnifications from the Hospital to the City.

The indebtedness to be refinanced with the proceeds of the Bonds will be the outstanding portion of the: (i) Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital); (ii) Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital); and (iii) Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital).

The anticipated closing date for the transaction is approximately March 30, 2010. As we have discussed, we believe that we will request that the City adopt an appropriate ordinance authorizing the issuance of the Bonds its meeting scheduled for March 22, 2010. Our bond counsel has advised us that a public hearing will need to be held at that time and that a notice of that public hearing will need to be published the week of March 1, 2010.

In addition to the Bank, the Hospital has assembled a financing team to assist with the issuance of the Bonds. Kaufman Hall & Associates, Inc. is serving as financial advisor to the Hospital. On the legal side, Foley & Lardner, LLP will be counsel to the Hospital and Jones Day will serve as bond counsel. Ungaretti & Harris LLP will be counsel to the Bank and The Whitman Group, LLC will act as consultant to the Bank. The Hospital has been informed that Eliff Keyser Oberle and Dancy serves as counsel to the City. We understand that the Hospital is responsible for paying the fees of the advisors and legal counsel.

Members of the financing team will be contacting you shortly to discuss the details of the plan of finance and the process of obtaining the necessary approvals from the City.

On behalf of the Hospital, I would like to thank you in advance for your cooperation and assistance with this transaction. If you have any questions, please contact me at (309) 353-0510, or our bond counsel, John Bibby of Jones Day, at 312-269-4240.

Sincerely,

PEKIN MEMORIAL HOSPITAL

A handwritten signature in black ink, appearing to read "St C Hall", written in a cursive style.

Steven C. Hall
Chief Financial Officer

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$25,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS REVENUE REFUNDING BONDS, SERIES 2010 (PEKIN MEMORIAL HOSPITAL), THE PROCEEDS OF WHICH ARE TO BE LOANED TO PEKIN MEMORIAL HOSPITAL; AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND TRUST INDENTURE, LOAN AGREEMENT, PURCHASE CONTRACT, TAX EXEMPTION AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS.

WHEREAS, the City Council (the “Council”) of the City of Pekin, Tazewell County, Illinois (the “City”) has determined to authorize the issuance of one or more series of the City of Pekin, Tazewell County, Illinois Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital) in the principal amount not exceed \$25,000,000 (the “Bonds”), the proceeds of which are to be loaned to Pekin Memorial Hospital, an Illinois not for profit corporation (the “Borrower”), to provide the funds necessary to be used, together with certain other funds, to: (i) currently refund the outstanding portion of the (a) \$14,430,000 Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital) (the “Series 1993B Bonds”), (b) \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital) (the “Series 1993C Bonds”), and (c) \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital) (the “Series 1997 Bonds” and, together with the Series 1993B Bonds and the Series 1993C Bonds, the “Refunded Bonds”); and (ii) pay certain expenses incurred in connection with the issuance of the Bonds and the refunding of the Refunded Bonds (collectively, the “Financing Purposes”); and

WHEREAS, the issuance of the Bonds will be in the best interests of the City and will provide hospital facilities at the lowest possible cost to service the residents of the City, which hospital facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, the issuance of the Bonds for the Financing Purposes constitutes an “economic development project” within the meaning of the Enabling Ordinance which will relieve conditions of unemployment by retaining employment opportunities and encourage the increase of industry within the City, thereby reducing the evils attendant upon unemployment and providing for the increased welfare and prosperity for the residents of the City; and

WHEREAS, pursuant to the home rule powers contained in Article VII, Section 6 of the Illinois Constitution and Ordinance No. 1197 adopted by the Council May 14, 1973, as amended (the “Enabling Ordinance”), the City acting by and through the Council, is authorized to issue the Bonds and loan the proceeds of the Bonds to the Borrower; and

WHEREAS, the Bonds will be issued pursuant to a Bond Trust Indenture (the “Bond Indenture”) by and between the City and U.S. Bank National Association, as bond trustee (the “Bond Trustee”); and

WHEREAS, the Bonds will be sold pursuant to a Purchase Contract (the “Purchase Contract”) by and among the City, the Borrower and U.S. Bank National Association, as the purchaser (the “Purchaser”); and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower pursuant to a Loan Agreement (the “Loan Agreement”) by and between the City and the Borrower; and

WHEREAS, in connection with the issuance of the Bonds, it is necessary to provide for the City to authorize the execution of a Tax Exemption Agreement (the “Tax Agreement”) to ensure compliance with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and other requisite documents necessary for issuing the Bonds; and

WHEREAS, in connection with the issuance of the Bonds, the following additional documents will be executed and delivered by parties other than the City (collectively, the “Additional Transaction Documents”):

(a) a Supplemental Master Trust Indenture (the “Supplemental Master Indenture”) among the Borrower, Park Court Limited, an Illinois not for profit corporation (“Park Court”), and U.S. Bank National Association, as successor master trustee, supplementing and amending the Master Trust Indenture dated as of July 1, 1993, as previously supplemented and amended (collectively, the “Master Indenture”), providing for, among other things, the issuance thereunder of the Obligation (as hereinafter defined); and

(b) a Direct Note Obligation, Series 2010 (City of Pekin, Tazewell County, Illinois), of the Borrower (the “Obligation”), which will be pledged as security for the Bonds, in a principal amount equal to the aggregate principal amount of the Bonds and with prepayment, maturity and interest rate provisions similar to the Bonds.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Pekin, Tazewell County, Illinois, as follows:

SECTION 1. That for the purposes of encouraging the increase of industry within the City and better providing for the health and welfare of the people of the State of Illinois (the “State”) and the City by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby by providing efficient operation of hospital facilities through the issuance of the Bonds to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Council hereby determines that it shall authorize the issuance of the Bonds pursuant to the Bond Indenture, to be purchased by the Purchaser under the Purchase Contract, the proceeds of which will be loaned to the Borrower pursuant to the Loan Agreement.

SECTION 2. That the Bond Indenture hereby authorized includes a statement to the effect that the Bonds are issued pursuant to the Enabling Ordinance, are limited obligations of the City, and are payable solely out of the revenues and receipts derived by the City from the

Borrower pursuant to the Loan Agreement, the Series 2010 Obligation and the Bond Indenture. No holder of any Bonds has the right to compel any exercise of taxing power of the City to pay the principal of, premium, if any, or interest on the Bonds, and the Bonds do not constitute an indebtedness of the City or the State or a loan of the credit thereof within the meaning of any constitutional or statutory provision.

SECTION 3. In order to obtain the funds to loan to the Borrower to be used for the purposes aforesaid, the City hereby authorizes the issuance of the Series 2010 Bonds. The Series 2010 Bonds shall be issued in one or more series under and secured by and shall have the terms and provisions set forth in the Bond Indenture in an aggregate principal amount not exceeding \$25,000,000.

The Series 2010 Bonds shall mature not later than August 15, 2025, shall be subject to mandatory bond sinking fund redemption commencing no later than August 15, 2012, and shall bear interest at initial stated fixed rates not exceeding 6% per annum. The Series 2010 Bonds shall be subject to optional and extraordinary redemption and be payable all as set forth in the Bond Indenture.

The Series 2010 Bonds shall be issued only as fully registered bonds without coupons. The Series 2010 Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and may have the corporate seal of the City impressed manually or printed by facsimile thereon.

The Series 2010 Bonds shall be issued and sold by the City and purchased by the Purchaser at a purchase price of not less than the principal amount of such series of Series 2010 Bonds.

SECTION 4. That, for the purpose of issuing the Bonds, selling the Bonds to the Purchaser, and loaning the proceeds of the Bonds to the Borrower, this Council hereby authorizes and directs the Mayor to execute, on behalf of the City, the Bond Indenture, the Purchase Agreement, the Loan Agreement, the Bonds and any exhibits thereto (collectively, the "City Documents"), substantially in the form presented to the Council and on file with the Clerk of this Council and the agreements, covenants and promises therein made on behalf of the City shall be conclusively binding on the City and in full force and effect from and after the execution of the City Documents.

SECTION 5. This City Council hereby authorizes and directs the Mayor to execute and deliver the Tax Agreement and such other documents and certificates as are reasonably required, in substantially the form on file with the Clerk of this Council, with such changes as are not adverse to the City, and as are approved by the Mayor, and to do all the acts and things required of it by the provisions of the City Documents to the end that full and complete performance of all terms, covenants and provisions of the City Documents shall be effected.

SECTION 6. That the City Documents, the Tax Agreement and such other documents and certificates as are reasonably required, as authorized by this Ordinance shall be

on file in the office of the City Clerk, subject to such changes, insertions and omissions as are not adverse to the City and approved by the Mayor and approval of any changes, insertions and omissions shall be conclusively evidenced by the execution of said documents by the individual or individuals properly authorized under this Ordinance to execute such documents.

All appropriate officers and officials of the City are further authorized to make, execute, acknowledge and deliver such agreements, documents, certificates and instruments of the City prepared in connection with the issuance of the Bonds pursuant to the City Documents, which are, in the opinion of bond counsel, necessary to carry out the purposes of this Ordinance.

SECTION 7. The City does hereby approve the execution and delivery of the Additional Transaction Documents. The Additional Transaction Documents may be in substantially the forms previously provided to and on file with the City and hereby approved, with such changes therein as shall be approved by, or in such final forms as are approved by the Mayor or any officer or official of the City executing the Loan Agreement with such execution to constitute conclusive evidence of such person's approval and the City's approval of the final forms of the Additional Transaction Documents or any changes or revisions therein from such forms of the Additional Transaction Documents.

SECTION 8. That this Council hereby covenants that, upon request of and at the expense of the Borrower, it will take such actions, as are within its power and authority, in such manner and to such extent, if any, as may be necessary to cause the interest component of payments under the Bond Indenture and the Loan Agreement to be and remain excludible from gross income for federal income tax purposes. This Council authorizes the Mayor to sign such statements or filings to the Internal Revenue Service, including IRS Form 8038, as are prepared by the Borrower and submitted to the City.

SECTION 9. The City will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are issued, so that they will not constitute arbitrage bonds under Section 148 of the Code. The Mayor or any other officer having responsibility with respect to the issuance of the Bonds, is authorized and directed, alone or in conjunction with any of the foregoing or with any other officer, employee, consultant or agent of the City, to deliver a certificate for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and regulations thereunder.

SECTION 10. The Borrower has informed the City that it will, by resolution of the governing body of the Borrower, designate the Bonds as "Qualified Tax-Exempt Obligations," pursuant to and as defined in Section 265(b)(3) of the Code. In accordance with Section 265(b)(3)(G) of the Code, the Bonds will not be taken into account in determining whether the City is eligible to designate other bonds of the City as "Qualified Tax-Exempt Obligations."

SECTION 11. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Ordinance, or in the City Documents, the Tax Agreement, the Additional Transaction Documents, any other document relating to the Bonds or under any

judgment obtained against the City or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the City, either directly or through the City, or otherwise, for the payment for or to the City or any receiver thereof, or otherwise, of any sum that may be due and unpaid by the City upon the issuance of the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the City or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the City Documents, the Tax Agreement, the Additional Transaction Documents and any other document relating to the Bonds.

SECTION 12. That, for purposes of compliance with 147(f) of the Code, this Council hereby approves the issuance of the Bonds, the proceeds of which will be used to fund the Financing Purposes.

SECTION 13. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including the laws of the State of Illinois, the Municipal Code of the City, and rules of this Council adopted in accordance therewith.

SECTION 14. That this Ordinance shall be in full force and effect from and after its passage by a vote of the corporate authorities now holding office, and approval in the manner provided by law.

[Remainder of page intentionally left blank]

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this 22nd day of March, 2010; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

PRESENT: _____

APPROVED this 22nd day of March, 2010.

MAYOR

ATTEST:

CITY

CLERK

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Pekin, Tazewell County, Illinois on the 22nd day of March, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of March, 2010.

Clerk of Council

BOND TRUST INDENTURE

between

CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS

and

U.S. BANK NATIONAL ASSOCIATION,
as Bond Trustee

Dated as of March 1, 2010

\$_____ City of Pekin, Tazewell County, Illinois
Revenue Refunding Bonds, Series 2010
(Pekin Memorial Hospital)

This Instrument was prepared by:

John F. Bibby
Latrice M. Phillips
Jones Day
77 West Wacker Drive
Chicago, Illinois 60601-1692

TABLE OF CONTENTS

	Page
RECITALS	1
ARTICLE I DEFINITIONS, RULES OF CONSTRUCTION	3
Section 101. Definitions of Words and Terms.....	3
Section 102. Rules of Construction	15
ARTICLE II THE BONDS	16
Section 201. Authorization of the Bonds	16
Section 202. Determination of Interest Rates on Bonds	17
Section 203. Conversions Between Rate Periods	23
Section 204. Method and Place of Payment	26
Section 205. Execution and Authentication.....	28
Section 206. Registration, Transfer and Exchange.....	28
Section 207. Temporary Bonds.....	29
Section 208. Mutilated, Destroyed, Lost and Stolen Bonds	30
Section 209. Cancellation of Bonds.....	30
Section 210. Book-Entry Bonds; Securities Depository.....	31
ARTICLE III REDEMPTION AND PURCHASE OF BONDS.....	32
Section 301. Redemption of Bonds Prior to Maturity	32
Section 302. Election to Redeem; Notice to Bond Trustee	37
Section 303. Selection of Bonds to be Redeemed; Bonds Redeemed in Part.....	38
Section 304. Notice of Redemption	39
Section 305. Deposit of Redemption Price; Bonds Payable on Redemption	40
Section 306. Optional Tenders for Purchase of Bonds	41
Section 307. Mandatory Tenders for Purchase of Bonds	42
Section 308. Remarketing and Purchase of Tendered Bonds.....	44
ARTICLE IV FUNDS AND ACCOUNTS, APPLICATION OF BOND PROCEEDS AND OTHER MONEYS.....	50
Section 401. Creation of the Debt Service Fund and Expense Fund	50
Section 402. Deposit of Bond Proceeds.....	50
Section 403. Expense Fund.....	51
Section 404. Debt Service Fund.....	51
Section 405. Reserved.....	53
Section 406. Payments Due on Saturdays, Sundays and Holidays.....	53
Section 407. Nonpresentment of Bonds.....	53
Section 408. Moneys to be Held in Trust	54
Section 409. Investment of Moneys.....	54
Section 410. Records and Reports of Bond Trustee	54
ARTICLE V LETTER OF CREDIT	55

TABLE OF CONTENTS
(continued)

	Page
Section 501. Letter of Credit.....	55
Section 502. Alternate Letter of Credit.....	56
Section 503. Release of Letter of Credit.....	58
Section 504. Surrender of Letter of Credit.....	58
Section 505. Rights of Credit Bank	58
Section 506. Limitation on Rights of the Credit Bank.....	59
 ARTICLE VI GENERAL COVENANTS AND PROVISIONS	 60
Section 601. Authority to Issue Bonds and Execute Bond Indenture.....	60
Section 602. Limited Obligations	60
Section 603. Payment of Bonds	60
Section 604. Performance of Covenants.....	61
Section 605. Inspection of Books	61
Section 606. Enforcement of Rights	61
Section 607. Amendments to the Loan Agreement	61
Section 608. Tax Covenants	61
Section 609. Certain Information and Opinions to be Provided to the City	62
 ARTICLE VII DEFAULT AND REMEDIES.....	 62
Section 701. Events of Default	62
Section 702. Acceleration of Maturity; Rescission and Annulment.....	63
Section 703. Exercise of Remedies by the Bond Trustee	65
Section 704. Bond Trustee May File Proofs of Claim.....	66
Section 705. Limitation on Suits by Bondowners	67
Section 706. Control of Proceedings by Bond owners	68
Section 707. Application of Moneys Collected	68
Section 708. Rights and Remedies Cumulative.....	69
Section 709. Delay or Omission Not Waiver.....	69
Section 710. Waiver of Past Defaults	69
Section 711. Advances by Bond Trustee	70
Section 712. Direction of Remedies by Credit Bank or Initial Purchaser	70
 ARTICLE VIII THE BOND TRUSTEE, PAYING AGENTS, REMARKETING AGENT AND TENDER AGENT	 70
Section 801. Acceptance of Trusts; Certain Duties and Responsibilities.....	70
Section 802. Certain Rights of Bond Trustee	71
Section 803. Notice of Defaults	73
Section 804. Compensation and Reimbursement	73
Section 805. Corporate Trustee Required; Eligibility.....	74
Section 806. Resignation and Removal of Bond Trustee	75
Section 807. Appointment of Successor Bond Trustee	76
Section 808. Acceptance of Appointment by Successor	77

TABLE OF CONTENTS
(continued)

	Page
Section 809. Merger, Consolidation and Succession to Business	77
Section 810. Co-Bond Trustees and Separate Bond Trustees.....	77
Section 811. Designation of Paying Agents	79
Section 812. Remarketing Agent	79
Section 813. Tender Agent	81
 ARTICLE IX SUPPLEMENTAL BOND INDENTURES	 83
Section 901. Supplemental Bond Indentures without Consent of Bondowners	83
Section 902. Supplemental Bond Indentures with Consent of Bondowners	84
Section 903. Execution of Supplemental Bond Indentures	85
Section 904. Effect of Supplemental Bond Indentures.....	85
Section 905. Reference in Bonds to Supplemental Bond Indentures	85
Section 906. Borrower’s Consent to Supplemental Bond Indentures.....	86
 ARTICLE X SATISFACTION AND DISCHARGE.....	 86
Section 1001. Payment, Discharge and Defeasance of Bonds.....	86
Section 1002. Satisfaction and Discharge of Bond Indenture	87
Section 1003. Rights Retained After Discharge	88
 ARTICLE XI NOTICES, CONSENTS AND ACTS OF BONDOWNERS	 88
Section 1101. Notices	88
Section 1102. Acts of Bondowners.....	90
Section 1103. Form and Contents of Documents Delivered to Bond Trustee.....	91
 ARTICLE XII MISCELLANEOUS PROVISIONS.....	 92
Section 1201. Further Assurances.....	92
Section 1202. Immunity of Officers, Employees and Members of the City.....	92
Section 1203. Limitation on City Obligations	92
Section 1204. Benefit of Bond Indenture	93
Section 1205. Severability	93
Section 1206. Electronic Transactions.....	93
Section 1207. Rights of Initial Purchaser	93
Section 1208. Execution in Counterparts.....	94
Section 1209. Governing Law	94
 SIGNATURE PAGES	 S-1
 EXHIBIT A - FORM OF BONDS – WEEKLY AND FIXED RATES	 A-1
EXHIBIT B - FORM OF BONDS - FLEX PRIVATE PLACEMENT RATES	B-1

BOND TRUST INDENTURE

BOND TRUST INDENTURE dated **March 1, 2010** (the “Bond Indenture”), between **CITY OF PEKIN, TAZEVELL, ILLINOIS**, a municipality of the State of Illinois (the “City”), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, and having a corporate trust office located in the City of Chicago, Illinois, as trustee (the “Bond Trustee”);

RECITALS

1. The City is authorized under its home rule powers pursuant to Article VII, Section 6 of the Illinois Constitution (the “Constitution”) and Ordinance No. 1197, as amended (the “Enabling Ordinance”) adopted by the City, among other things, to issue bonds to finance the cost of any economic development project in order to relieve conditions of unemployment and to encourage the development of the City and to provide for the increased welfare and prosperity of the residents of the City; and

2. In furtherance of its public purposes, the City will issue \$_____ in aggregate principal amount of its Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital) (the “Series 2010 Bonds”), pursuant to the terms this Bond Indenture; and loan the proceeds of the Series 2010 Bonds to Pekin Memorial Hospital, an Illinois not for profit corporation (the “Borrower”), pursuant to Loan Agreement dated as of March 1, 2010 (the “Loan Agreement”) between the City and the Borrower, for the purpose of providing funds, together with certain other moneys, to (i) currently refund the outstanding portion of the: (a) \$14,430,000 Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital) (the “Series 1993B Bonds”), (b) \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital) (the “Series 1993C Bonds”), and (c) \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital) (the “Series 1997 Bonds” and, together with the Series 1993B Bonds and the Series 1993C Bonds, the “Refunded Bonds”) and (ii) pay certain expenses incurred in connection with the issuance of the Series 2010 Bonds and the refunding of the Refunded Bonds (collectively, the “Financing Purposes”); and

3. The City is authorized under the Constitution and the Enabling Ordinance to issue its bonds to provide funds for the Financing Purposes and the City has determined that the public interest will be served by the issuance of the Series 2010 Bonds in order to loan the funds to the Borrower as a means of accomplishing the foregoing, with such loan to be evidenced by the Borrower’s Direct Note Obligation, Series 2010 (City of Pekin, Tazewell County, Illinois) (the “Series 2010 Obligation”), in the principal amount of \$_____ delivered by the Borrower to the City and issued pursuant to that certain Master Trust Indenture dated as of July 1, 1993, as supplemented and amended, including as supplemented and amended by that certain Seventh Supplemental Master Trust Indenture dated as of March 1, 2010 (the “Seventh Supplemental Master Indenture” and, together with the Master Trust Indenture, the “Master Indenture”) between the Borrower and U.S. Bank National Association, as successor master trustee (the “Master Trustee”); and

4. The execution and delivery of this Bond Indenture and the issuance of the Series 2010 Bonds pursuant to the Constitution and the Enabling Ordinance have been in all respects duly and validly authorized by Ordinance No. _____ duly passed and approved by the City on March 22, 2010; and

5. The Series 2010 Bonds and the Bond Trustee's certificate of authentication to be endorsed thereon are to be in substantially the forms set forth in *Exhibit A* and *Exhibit B*, as applicable, hereto; and

6. All things necessary to make the Series 2010 Bonds, when authenticated by the Bond Trustee and issued as provided in this Bond Indenture, the valid, binding and legal obligations of the City according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the payments and prepayments upon the Obligations to be applied to the payment of the principal of, premium, if any, and interest on the Series 2010 Bonds and a valid assignment of certain of the rights of the City under the Loan Agreement, have been done and performed, and the creation, execution and delivery of this Bond Indenture, and the creation, execution and issuance of the Series 2010 Bonds, subject to the terms hereof, have in all respects been duly authorized.

GRANTING CLAUSES

To declare the terms and conditions upon which the Series 2010 Bonds are to be authenticated, issued and delivered, to secure the payment of all of the Series 2010 Bonds issued and Outstanding under this Bond Indenture from time to time according to their tenor and effect, to secure the performance and observance by the City of all the covenants, agreements and conditions contained in this Bond Indenture, to secure the payment of the obligations payable to the Credit Bank under the Credit Agreement and to secure the obligations payable to the Initial Purchaser under the Purchase Contract, the Supplemental Agreement and Initial Purchaser Security Documents, and in consideration of the premises, the acceptance by the Bond Trustee of the trusts created by this Bond Indenture, the purchase and acceptance of the Series 2010 Bonds by the owners thereof, and the issuance and delivery of the Letter of Credit, the City hereby transfers in trust, pledges and assigns to the Bond Trustee, and hereby grants a security interest to the Bond Trustee in, the following described property (said property referred to herein as the "Trust Estate"):

- (a) all rights, title and interest of the City (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (1) the Loan Agreement, including all Loan Payments and other payments owing to the City and paid by the Borrower under the Loan Agreement (except the City's rights to payment of its fees and expenses and to indemnification as set forth in the Loan Agreement and as otherwise expressly set forth therein), (2) the Series 2010 Obligation, and (3) all financing statements or other instruments or documents evidencing, securing or otherwise relating to the loan of the proceeds of the Series 2010 Bonds; and
- (b) all moneys and securities (except moneys and securities held by the Tender Agent in the Bond Purchase Fund or elsewhere to pay the purchase price of Series 2010

Bonds tendered for purchase pursuant to **Article III** hereof, and moneys and securities held in any rebate fund) from time to time held by the Bond Trustee in the funds and accounts under the terms of this Bond Indenture, including moneys paid by the Credit Bank to the Bond Trustee under the Letter of Credit; and

- (c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Bond Indenture by the City or by anyone in its behalf or with its written consent, to the Bond Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Bond Trustee shall hold in trust and administer the Trust Estate upon the terms and conditions set forth in this Bond Indenture for the equal and pro rata benefit and security of each and every owner of Series 2010 Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Bond Indenture of one Series 2010 Bond over or from the others, except as otherwise expressly provided herein, and for the benefit, protection and security of the Credit Bank with respect to the obligations of the Borrower under the Credit Agreement, and for the benefit, protection and security of the Initial Purchaser with respect to the obligations of the Borrower under the Purchase Contract, the Supplemental Agreement and the Initial Purchaser Security Documents, provided that the benefit, protection and security provided by this Bond Indenture for the Credit Bank shall be subordinate in each and every respect to the benefit, protection and security provided by this Bond Indenture for the owners of the Series 2010 Bonds.

NOW, THEREFORE, the City covenants and agrees with the Bond Trustee, for the equal and proportionate benefit of the respective owners of the Series 2010 Bonds and for the benefit of the Credit Bank and the Initial Purchaser, that all Series 2010 Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Bond Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. For all purposes of this Bond Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Bond Indenture shall have the following meanings:

“Alternate Letter of Credit” means any substitute or replacement letter of credit or other credit facility securing the payment of principal of and interest on the Series 2010 Bonds, and the purchase price of Series 2010 Bonds tendered for purchase, delivered in accordance with **Section 502** of this Bond Indenture in substitution and replacement for a Letter of Credit.

“Bank Qualified Multiplier” shall mean the bank qualified multiplier established periodically by the Initial Purchaser as shown on the Initial Purchaser’s daily pricing sheets

available to all borrowers of the Initial Purchaser on the commencement date of a new Flex Private Placement Rate Period.

“Bond” or “Bonds” mean the Series 2010 Bonds.

“Bondholder”, “Holder”, “owner,” “bond owner” or “owner of the Bonds” means the registered owner of any Bond.

“Bond Financed Property” means the property of the Borrower financed or refinanced with the proceeds of the Series 2010 Bonds, as described in the Tax Exemption Agreement.

“Bond Indenture” means this Bond Trust Indenture as originally executed by the City and the Bond Trustee, as from time to time amended and supplemented by Supplemental Bond Indentures in accordance with the provisions of this Bond Indenture.

“Bond Purchase Fund” means the fund by that name created by **Section 308** hereof.

“Bond Trustee” means U.S. Bank National Association, Chicago, Illinois, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Bond Indenture.

“Borrower” means Pekin Memorial Hospital, an Illinois not for profit corporation, and its successors and assigns.

“Borrower Bonds” means (a) Series 2010 Bonds purchased with moneys provided to the Tender Agent for the account of the Borrower, or (b) Series 2010 Bonds registered in the name of the Borrower designated as being held for the account of the Borrower.

“Borrower Representative” means the chairman or vice chairman of the governing board of the Borrower, the president or any vice president of the Borrower and such other person or persons at the time designated to act on behalf of the Borrower in matters relating to this Bond Indenture and the Loan Agreement as evidenced by a written certificate furnished to the City and the Bond Trustee containing the specimen signature of such person or persons and signed on behalf of the Borrower by its chairman, vice chairman, president or any vice president. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Borrower Representative.

“Business Day” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office of the Bond Trustee, any Paying Agent or the Tender Agent is located (and, if different, in the cities in which the designated corporate trust office of the Bond Trustee, the office of the Initial Purchaser as set forth in **Section 1101** hereof, or the office of the Credit Bank at which drawings under the Letter of Credit are to be honored is located) are required or authorized by law to remain closed, or (c) a day on which the New York Stock Exchange or The Depository Trust Company is closed for business.

“City” means the City of Pekin, Tazewell County, Illinois, and its successors and assigns or any municipality of the State of Illinois succeeding to or charged with the powers, duties and functions of the City.

“City Representative” means (a) the Mayor, officers and officials of the City, (b) such other person or persons at the time designated to act on behalf of the City in matters relating to this Bond Indenture and the Loan Agreement as evidenced by a written certificate furnished to the Borrower and the Bond Trustee containing the specimen signature of such person or persons and signed on behalf of the City by its Mayor, officers or officials, and (c) any other duly authorized officer of the City whose authority to execute any particular instrument or take a particular action under this Bond Indenture or the Loan Agreement is evidenced to the satisfaction of the Bond Trustee.

“Closing Date” means March __, 2010.

“Conversion Date” means the day on which a particular type of Rate Period (i.e., a Weekly Rate Period, Flex Private Placement Rate Period or Fixed Rate Period) becomes effective for the Series 2010 Bonds which is immediately preceded by a day on which such Series 2010 Bonds did not accrue interest at that type of interest rate.

“Cost of Funds” shall mean the cost of funds established daily by the Initial Purchaser for obligations of an amount similar to the Series 2010 Bonds and based on an amortization schedule determined at that time, as shown on the Initial Purchaser’s daily pricing sheets available to all borrowers of the Initial Purchaser on the commencement date of a new Flex Private Placement Rate Period.

“Costs of Issuance” means issuance costs with respect to the Series 2010 Bonds described in Section 147(g) of the Internal Revenue Code and any regulations thereunder, including but not limited to the following:

- (a) underwriters’ spread (whether realized directly or derived through purchase of Series 2010 Bonds at a discount below the price at which they are expected to be sold to the public);
- (b) counsel fees (including bond counsel, City’s counsel, Borrower’s counsel, Initial Purchaser’s counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);
- (c) financial advisor fees of any financial advisor to the City or the Borrower incurred in connection with the issuance of the Series 2010 Bonds;
- (d) Rating Service fees;
- (e) trustee, escrow agent and paying agent fees;
- (f) accountant fees and other expenses related to issuance of the Series 2010 Bonds;

- (g) printing costs (for the Series 2010 Bonds and of any official statement relating to the Series 2010 Bonds);
- (h) fees and expenses of the City incurred in connection with the issuance of the Series 2010 Bonds; and
- (i) the expenses of appraisals and surveys, flood check and title insurance premiums.

“Credit Agreement” means with respect to any Letter of Credit, the agreement pursuant to which the Letter of Credit is issued, between the Borrower and the Credit Bank, as originally executed and as from time to time amended and supplemented, and any similar agreement pursuant to which an Alternate Letter of Credit is issued, as originally executed and as such agreement may from time to time be amended and supplemented.

“Credit Bank” means a national banking association or state banking corporation, in its capacity as issuer of a Letter of Credit, and its successors and assigns, and if an Alternate Letter of Credit is issued, the issuer or provider of such Alternate Letter of Credit, and its successors and assigns.

“Debt Service Fund” means the fund by that name created by **Section 401** of this Bond Indenture.

“Defeasance Obligations” means:

- (j) Government Obligations which are not subject to redemption prior to maturity; or
- (k) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:
 - (1) the obligations (A) are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;
 - (2) the obligations are secured by cash or noncallable Government Obligations that may be applied only to payment of principal of, premium, if any, and interest payments on such obligations;
 - (3) the sufficiency of such cash and noncallable Government Obligations to pay in full all principal of, interest, and premium, if any, on such obligations has been verified by the report of an independent certified public accountant (a “Verification”) and no substitution of Government Obligations shall be permitted except with cash or other Government Obligations and upon delivery of a new Verification;

- (4) such cash and Government Obligations serving as security for the obligations are held in an irrevocable escrow by an escrow agent or a trustee in trust for the owners of such obligations, at least one year has passed since the establishment of such escrow and the issuer of such obligations is not, and has not been since the establishment of such escrow, a debtor in a proceeding commenced under the United States Bankruptcy Code;
- (5) the Bond Trustee has received an Opinion of Counsel that such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent;
- (6) the Bond Trustee has received an Opinion of Bond Counsel delivered in connection with the original issuance of such obligations to the effect that the interest on such obligations was exempt for purposes of federal income taxation, and the Bond Trustee has received an Opinion of Bond Counsel delivered in connection with the establishment of the irrevocable escrow to the effect that the establishment of the escrow will not result in the loss of any exemption for purposes of federal income taxation to which interest on such obligations would otherwise be entitled;
- (7) the Bond Trustee has received an unqualified opinion of bankruptcy counsel to the effect that the payment of principal of and interest on such obligations made from such escrow would not be avoidable as preferential payments and recoverable under the United States Bankruptcy Code should the obligor or any other person liable on such obligations become a debtor in a proceeding commenced under the United States Bankruptcy Code; and
- (8) the obligations are rated in the highest rating category by a nationally recognized securities rating service.

“Electronic Notice” means notice transmitted through a time-sharing terminal or facsimile machine, if operative as between any two parties, or if not operative, in writing or by telephone (promptly confirmed in writing).

“Eligible Moneys” means:

- (l) during any period a Letter of Credit is in effect:
 - (1) moneys drawn under the Letter of Credit that are either applied directly to the payment of principal or purchase price of, or premium, if any, or interest on the Series 2010 Bonds or which, if not so applied, are held in a separate and segregated subaccount under this Bond Indenture until so applied;
 - (2) proceeds from the remarketing of any Series 2010 Bonds tendered for purchase pursuant to this Bond Indenture to any person other than the

City, the Borrower or any “insider” (as defined in the United States Bankruptcy Code) of the City or the Borrower;

- (3) proceeds of the Series 2010 Bonds which are held in a separate and segregated subaccount in the Debt Service Fund;
- (4) moneys deposited in the Debt Service Fund that have been continuously on deposit with the Bond Trustee for a period of at least 123 days during which no petition in bankruptcy (or other bankruptcy or similar proceedings) is pending or has been filed by or against the Borrower or the City (or any “insider”, as defined in the United States Bankruptcy Code, of the Borrower or the City) under the United States Bankruptcy Code, as now or hereafter in effect, or other applicable state or federal bankruptcy, insolvency, reorganization or similar law for the relief of debtors, as now or hereafter in effect;
- (5) any other moneys or securities, if there is delivered to the Bond Trustee an Opinion of Counsel from legal counsel, acceptable to each Rating Service then maintaining a rating on the Series 2010 Bonds, having expertise in bankruptcy matters (who, for purposes of such opinion, may assume that no bond owner is an “insider,” as defined in the United States Bankruptcy Code) to the effect that the use of such moneys or securities to pay the principal or purchase price of, or premium, if any, or interest on the Series 2010 Bonds would not constitute a voidable preferential payment in the event of the occurrence of the filing of a petition in bankruptcy (or other commencement of bankruptcy or similar proceedings) by or against the Borrower or the City under the United States Bankruptcy Code, as now or hereafter in effect, or other applicable state or federal bankruptcy, insolvency, reorganization or similar law for the relief of debtors, as now or hereafter in effect; and
- (6) earnings derived from the investment of any of the foregoing;

provided that such proceeds, moneys or income shall not be deemed to be Eligible Moneys or available for payment of the Series 2010 Bonds if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys or income from being applied to make such payment; and

- (m) during any period a Letter of Credit is not in effect, any moneys held by the Bond Trustee in any fund or account under this Bond Indenture and available, pursuant to the provisions hereof, to be used to pay principal or purchase price of, or premium, if any, or interest on, the Series 2010 Bonds.

“Eligible Moneys Account” means the account by that name established in the Debt Service Fund as provided in **Section 401** hereof.

“Enabling Ordinance” means that certain Ordinance No. 1197 adopted by the Council of the City on May 14, 1973, as amended by that certain Ordinance No. 1209 adopted by the

Council of the City on September 18, 1973, as amended by that certain Ordinance No. 1230 adopted by the Council of the City on June 26, 1974, as amended by that certain Ordinance No. 1307 adopted by the Council of the City on July 6, 1976, as amended by that certain Ordinance No. 1423 adopted by the Council of the City on August 20, 1979, as amended by that certain Ordinance No. 1427 adopted by the Council of the City on September 17, 1979, as amended by that certain Ordinance No. 1531 adopted by the Council of the City on August 29, 1983, as supplemented by that certain Ordinance No. 1534 adopted by the Council of the City on September 19, 1983, and as further amended and supplemented from time to time.

“Fixed Rate” means the per annum interest rate on the Series 2010 Bonds during a Fixed Rate Period determined as provided in **Section 202(b)** hereof.

“Fixed Rate Period” means with respect to the Series 2010 Bonds the period from the Conversion Date for the Series 2010 Bonds to a Fixed Rate to the Maturity Date of the Series 2010 Bonds, unless earlier redeemed.

“Flex Private Placement Rate” means the per annum interest rate on any Series 2010 Bond during a Flex Private Placement Rate Period established in accordance with **Section 202(c)(2)** hereof.

“Flex Private Placement Rate Period” means each period described in **Section 202(c)** hereof during which the Series 2010 Bonds accrue interest at a Flex Private Placement Rate.

“Government Obligations” means the following:

- (a) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the full and timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and
- (b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations for which the full and timely payment of the principal and interest is unconditionally guaranteed by, the United States of America, issued by or through the Federal Reserve Bank, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Bond Trustee.

“Initial Flex Private Placement Rate Period” shall have the meaning set forth in **Section 202(c)(1)** hereof.

“Initial Flex Private Placement Rate” shall have the meaning set forth in **Section 202(c)(2)** hereof.

“Initial Purchaser” means U.S. Bank National Association, as the initial purchaser of the Series 2010 Bonds under the Purchase Contract.

“Initial Purchaser Security Documents” means the Security Documents as defined in the Supplemental Agreement.

“Interest Payment Date” means:

- (a) with respect to Series 2010 Bonds accruing interest at Weekly Rates, the first Business Day of each calendar month following the Weekly Rate Period for which interest is payable, and any day which is a Conversion Date;
- (b) with respect to Series 2010 Bonds accruing interest at a Flex Private Placement Rate, May 1, 2010, and thereafter the first Business Day of each calendar month, and any day which is a Conversion Date; and
- (c) with respect to Series 2010 Bonds accruing interest at a Fixed Rate, each February 15 and August 15 commencing with the first of such dates which is at least 6 months after the Conversion Date to a Fixed Rate, through and including the Maturity Date of the Series 2010 Bonds, unless earlier redeemed.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Letter of Credit” means the initial irrevocable direct-pay letter of credit issued by the Credit Bank to the Bond Trustee pursuant to the Credit Agreement, and any extensions thereof, and upon the issuance and delivery of an Alternate Letter of Credit in accordance with **Section 502** hereof, **“Letter of Credit”** shall include such Alternate Letter of Credit, and any subsequent extensions or replacements thereof.

“Letter of Credit Account” means the account of that name established in the Debt Service Fund as provided in **Section 401** hereof.

“LIBOR Rate” means the one-month LIBOR rate quoted by the Initial Purchaser from Reuters Screen LIBOR01 Page or any successor thereto, which shall be that one-month LIBOR rate in effect two New York Banking Days (as hereinafter defined) prior to each Reprice Date (as hereinafter defined), adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation, such rate rounded up to the nearest one-sixteenth percent and such rate to be reset monthly on each Reprice Date. The term **“New York Banking Day”** means any date (other than a Saturday or Sunday) on which commercial banks are open for business in New York, New York. The term **“Reprice Date”** means the first day of each month. The Initial Purchaser’s internal records of applicable interest rates shall be determinative in the absence of manifest error.

“Liquidity Premium” shall mean the liquidity premium established periodically by the Initial Purchaser as shown on the Initial Purchaser’s daily pricing sheets available to all borrowers of the Initial Purchaser on the commencement date of a new Flex Private Placement Rate Period.

“Loan” means the loan of the proceeds of the Series 2010 Bonds made by the City to the Borrower under the Loan Agreement.

“Loan Agreement” means the Loan Agreement of even date herewith, between the City and the Borrower, as from time to time amended by Supplemental Loan Agreements in accordance with the provisions of the Loan Agreement.

“Loan Payments” means the payments of principal and interest on the Loan referred to in **Section 4.1** of the Loan Agreement.

“Master Indenture” shall have the meaning set forth in the recitals to this Bond Indenture.

“Maximum Rate” means 12% per annum when the Series 2010 Bonds bear interest at a Weekly Rate or the Fixed Rate, and 25% per annum when the Series 2010 Bonds bear interest at a Flex Private Placement Rate; provided, however that Pledged Bonds are not subject to the Maximum Rate.

“Maturity Date(s)” means August 15, 2015, August 15, 2016 and August 15, 2023, as the case may be.

“Money Market Rate” shall mean that zero-coupon rate, calculated on the redemption date, and determined solely by the Initial Purchaser, as the rate at which the Initial Purchaser would be able to borrow funds in Money Markets for the redemption price (assuming no redemption premium) matching the maturity of a specific prospective Bond payment or the expiration of the then current Flex Private Placement Rate Period, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation. A separate Money Market Rate will be calculated for each prospective interest and/or principal payment date.

“Money Markets” shall mean one or more wholesale funding markets available to and selected by the Initial Purchaser, including negotiable certificates of deposit, commercial paper, Eurodollar deposits, bank notes, federal funds, interest rate swaps or others.

“Net Present Value” shall mean the amount which is derived by summing the present values of each prospective payment of principal of and interest on the Series 2010 Bonds which, without full or partial redemption, could otherwise have been received by the Initial Purchaser over the shorter of the period from the redemption date to the Maturity Date or the period from the redemption date to the end of the then current Flex Private Placement Rate Period. The individual discount rate used to present value each prospective payment of interest on and/or principal of the Series 2010 Bonds shall be the Money Market Rate on the redemption date for the maturity matching that of each specific payment of principal of and/or interest on the Series 2010 Bonds.

“Non-Eligible Moneys Account” means the account of that name established in the Debt Service Fund as provided in **Section 401**.

“Officer’s Certificate” means a certificate signed, in the case of a certificate delivered by a corporation, by its president, chief executive officer, administrator, any vice president, treasurer or any other officer authorized to sign by resolution of the governing body of such corporation or, in the case of a certificate delivered by any other Person, the chief executive or chief financial officer of such other Person, in either case whose authority to execute such certificate shall be evidenced to the satisfaction of the Initial Purchaser, the Credit Bank and the Bond Trustee.

“Opinion of Bond Counsel” means a written opinion of any legal counsel acceptable to the City and the Bond Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion of any legal counsel acceptable to the Borrower and the Bond Trustee and, to the extent the City is asked to take action in reliance thereon, the City, who may be an employee of or counsel to the Borrower.

“Outstanding” means when used with respect to Series 2010 Bonds, as of the date of determination, all Series 2010 Bonds theretofore authenticated and delivered under this Bond Indenture, except:

- (1) Series 2010 Bonds theretofore cancelled by the Bond Trustee or delivered to the Bond Trustee for cancellation as provided in **Section 209** of this Bond Indenture;
- (2) Series 2010 Bonds for whose payment or redemption money or Defeasance Obligations in the necessary amount has been deposited with the Bond Trustee or any Paying Agent in trust for the owners of such Series 2010 Bonds as provided in **Section 1001** of this Bond Indenture, provided that, if such Series 2010 Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Bond Indenture or provision therefor satisfactory to the Bond Trustee has been made;
- (3) Series 2010 Bonds in exchange for or in lieu of which other Series 2010 Bonds have been authenticated and delivered under this Bond Indenture; and
- (4) Series 2010 Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 208** of this Bond Indenture.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the Bond Trustee and any other commercial bank or trust Borrower organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Bond Indenture or any Supplemental Bond

Indenture as paying agent for any series of Series 2010 Bonds at which the principal of, redemption premium, if any, and interest on such Series 2010 Bonds shall be payable.

“Permitted Investments” means, if and to the extent the same are at the time legal for investment of funds held under this Bond Indenture, in bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America; in certificates of deposit or time deposits constituting direct obligations of any bank as defined by the Illinois Banking Act, as heretofore and hereafter amended, provided, however, that investments may be made only in those certificates of deposit or time deposits in banks which are insured by the Federal Deposit Insurance Corporation, if then in existence; or in short term discount obligations of the Federal National Mortgage Association.

“Person” means any natural person, firm, association, corporation, partnership, joint stock company, joint venture, trust, unincorporated organization or firm, or government or any agency or political subdivision thereof or other public body.

“Pledged Bonds” means Series 2010 Bonds purchased with moneys provided to the Tender Agent pursuant to a draw on the Letter of Credit that have not been released from the lien of the Credit Bank pursuant to the Credit Agreement or this Bond Indenture.

“Purchase Contract” means the Purchase Contract relating to the Series 2010 Bonds among the City, the Borrower and the Initial Purchaser.

“Rating Service” means Moody’s Investors Service, Inc, Standard and Poor’s Ratings Services and/or Fitch Ratings, if the Series 2010 Bonds are rated by such rating service at the time and any other nationally recognized securities rating service acceptable to the City and the Borrower that maintains a rating on the Series 2010 Bonds.

“Refunded Bonds” means the outstanding portion of: (i) \$14,430,000 Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital), (ii) \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital), and (iii) \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital), which are being refunded with the proceeds of the Series 2010 Bonds.

“Regular Record Date” means the close of business on either (a) in the case of Series 2010 Bonds accruing interest at Weekly Rates or a Flex Private Placement Rate, the day (whether or not a Business Day) immediately preceding an Interest Payment Date, or (b) in the case of Series 2010 Bonds accruing interest at Fixed Rates, the first day (whether or not a Business Day) of the calendar month in which the Interest Payment Date occurs.

“Remarketing Agent” means any Person meeting the qualifications of and designated from time to time in the Remarketing Agreement to act as Remarketing Agent for the Series 2010 Bonds under Section 812 hereof.

“Remarketing Agreement” means the Remarketing Agreement between the Borrower and the Remarketing Agent, if any.

“Securities Depository” means, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2010 Bonds” means, any bond or bonds of the series of Revenue Refunding Bonds (Pekin Memorial Hospital), Series 2010, aggregating the principal amount of \$_____, issued, authenticated and delivered under and pursuant to this Bond Indenture.

“Series 2010 Obligation” shall have the meaning set forth in the recitals to this Bond Indenture.

“Seventh Supplemental Master Indenture” shall have the meaning set forth in the recitals of this Bond Indenture.

“Special Record Date” means, with respect to any Bond, the date established by the Bond Trustee in connection with the payment of overdue interest on such Bond pursuant to **Section 204** hereof.

“Supplemental Bond Indenture” means any indenture supplemental or amendatory to this Bond Indenture entered into by the City and the Bond Trustee pursuant to **Article IX** of this Bond Indenture.

“Supplemental Agreement” means the Supplemental Agreement dated as of March 1, 2010, between the Borrower and the Initial Purchaser, as from time to time amended in accordance with the provisions thereof.

“Supplemental Loan Agreement” means any agreement supplemental or amendatory to the Loan Agreement entered into by the City and the Borrower pursuant to **Article VIII** of the Loan Agreement.

“Tax Exemption Agreement” means the Tax Exemption Certificate and Agreement dated the date of delivery among the City, the Borrower and the Bond Trustee, as from time to time amended in accordance with the provisions thereof.

“Tax-Exempt Organization” means a not for profit organization, organized under the laws of the United States of America or any state thereof, that is an organization described in Section 501(c)(3) of the Internal Revenue Code, is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code, and is not a “private foundation” within the meaning of Section 509(a) of the Internal Revenue Code, or corresponding provisions of federal income tax laws from time to time in effect.

“Tender Agent” means any Tender Agent as determined or designated under or pursuant to this Bond Indenture.

“Transaction Documents” means this Bond Indenture, the Series 2010 Bonds, the Loan Agreement, the Series 2010 Obligation, the Master Indenture, the Seventh Supplemental Master Indenture, the Purchase Contract, the Tax Exemption Agreement, the Credit Agreement, the Letter of Credit, the Remarketing Agreement, if any, the Supplemental Agreement, the Initial Purchaser Security Documents, and any and all future renewals and extensions or restatements of,

or amendments or supplements to, any of the foregoing; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“Trust Estate” means the Trust Estate described in the Granting Clauses of this Bond Indenture.

“United States Bankruptcy Code” means the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

“Weekly Rate” means the per annum interest rate on the Series 2010 Bonds during a Weekly Rate Period determined on a weekly basis as provided in **Section 202(a)** hereof.

“Weekly Rate Period” means each period described in **Section 202(a)** during which Series 2010 Bonds accrue interest at a Weekly Rate.

Section 102. Rules of Construction. For all purposes of this Bond Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Bond Indenture:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Bond Indenture as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (g) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.
- (h) At any time that no Letter of Credit is in effect and no amounts are due to the Credit Bank under the Credit Agreement, or the Credit Bank is in default under

the Letter of Credit, references herein to the Credit Bank, the Credit Agreement and the Letter of Credit shall be ineffective unless the context indicates otherwise.

- (i) At any time that no Letter of Credit is in effect, references herein to deposits of Eligible Moneys shall be of no effect unless the context indicates otherwise, and instead deposits of Non-Eligible Moneys will be sufficient.

ARTICLE II

THE BONDS

Section 201. Authorization of the Bonds. There shall be issued under and secured by the provisions of this Bond Indenture a series of bonds which shall be designated “City of Pekin, Tazewell County, Illinois Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital).” The total principal amount of Series 2010 Bonds that may be issued is hereby expressly limited to \$_____.

The Series 2010 Bonds shall be dated the Closing Date and shall mature on the Maturity Dates (subject to optional and mandatory redemption as provided in **Article III**).

Each of the Series 2010 Bonds shall bear interest from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the initial rate equal to the Initial Flex Private Placement Rate during the Initial Flex Private Placement Rate Period, and thereafter at the interest rates determined in accordance with **Section 202** hereof, payable on each Interest Payment Date as herein provided until payment of the principal or redemption price thereof is made or provided for, whether at maturity, upon redemption, acceleration or otherwise.

The Series 2010 Bonds issued under this Bond Indenture shall be issuable as fully registered bonds without coupons in substantially the forms set forth in **Exhibit A** and **Exhibit B**, as applicable, attached to this Bond Indenture, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Bond Indenture. The Series 2010 Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Series 2010 Bonds, when bearing interest at a Weekly Rate or a Flex Private Placement Rate, shall be in the denomination of **\$100,000** or any integral multiple of **\$5,000** in excess thereof. The Series 2010 Bonds, when bearing interest at a Fixed Rate, shall be in the denomination of **\$5,000** or any integral multiple thereof. The Series 2010 Bonds shall be numbered from **R-1** consecutively upward in order of issuance or in such other manner as the Bond Trustee shall designate.

The Series 2010 Bonds shall be executed in the manner set forth herein and delivered to the Bond Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2010 Bonds by the Bond Trustee the following documents shall be filed with the Bond Trustee:

- (a) A copy, certified by the Secretary or Assistant Secretary of the City, of the ordinance adopted by the City authorizing the issuance of the Series 2010 Bonds and the execution of this Bond Indenture, the Loan Agreement and any other Transaction Documents to which it is a party.
- (b) A copy, certified by the Secretary or an Assistant Secretary of the Borrower, of the resolutions adopted by the Borrower authorizing the execution and delivery of the Loan Agreement and any other Transaction Documents to which it is a party, and approving this Bond Indenture and the issuance and sale of the Series 2010 Bonds.
- (c) An original executed counterpart of this Bond Indenture and the Loan Agreement and the other Transaction Documents to be delivered upon the authentication and delivery of the Series 2010 Bonds.
- (d) A request and authorization to the Bond Trustee on behalf of the City, executed by a City Representative, to authenticate the Series 2010 Bonds and deliver said Series 2010 Bonds to the Initial Purchaser upon payment to the Bond Trustee, for the account of the City, of the purchase price thereof. The Bond Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Initial Purchaser and the amount of such purchase price.
- (e) An Opinion of Bond Counsel, dated the date of original issuance of the Series 2010 Bonds, in substantially the form attached as an Exhibit to the Purchase Contract.
- (f) Such other opinions, certificates, statements, receipts and documents required by any of the Transaction Documents or as the Bond Trustee or Initial Purchaser shall reasonably require for the delivery of the Series 2010 Bonds.

When the documents specified above have been filed with the Bond Trustee, and when the Series 2010 Bonds shall have been executed and authenticated as required by this Bond Indenture, the Bond Trustee shall deliver the Series 2010 Bonds to the Initial Purchaser, but only upon payment to the Bond Trustee of the purchase price of the Series 2010 Bonds. The proceeds of the sale of the Series 2010 Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Bond Trustee, and the Bond Trustee shall deposit and apply such proceeds as provided in **Article IV** hereof.

No bonds may be issued under this Bond Indenture except in accordance with the provisions of this Article. The total principal amount of bonds, the number of bonds and series of bonds that may be issued under this Bond Indenture is limited as provided in this Section.

Section 202. Determination of Interest Rates on Bonds. The Series 2010 Bonds shall bear interest at a Weekly Rate, Flex Private Placement Rate or Fixed Rate, determined as provided in this Section, from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for; provided that in no event will the interest rate on any Series 2010 Bonds exceed the Maximum Rate. The Series 2010 Bonds may operate at any time in any one rate period, provided that all Series 2010 Bonds shall operate in the same rate

period at any given time. All Series 2010 Bonds on original issuance shall accrue interest at the Initial Flex Private Placement Rate during the Initial Flex Private Placement Rate Period. All Series 2010 Bonds shall accrue interest thereafter at a Flex Private Placement Rate unless and until the rate period for the Series 2010 Bonds is converted to a Weekly Rate or a Fixed Rate Period pursuant to **Section 203** hereof. Interest on the Series 2010 Bonds shall be payable in arrears on each Interest Payment Date, commencing on the first Interest Payment Date after the date of original issuance of the Series 2010 Bonds. The amount of interest payable with respect to any Series 2010 Bonds on any Interest Payment Date shall be computed (1) during Weekly Rate Periods on the basis of a **365-** or **366-**day year for the number of days actually elapsed, based on the calendar year in which the Weekly Rate Period commences, (2) during Fixed Rate Periods, on the basis of a **360-**day year of **12 30-**day months, and (3) during Flex Private Placement Rate Periods, on the basis of a year of **360** days and the actual number of days elapsed. The interest rates for the Series 2010 Bonds shall be determined as follows:

- (a) *Weekly Rates.* A Weekly Rate shall be determined for each Weekly Rate Period as follows:
 - (1) The Weekly Rate for the Series 2010 Bonds for each Weekly Rate Period shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause such Series 2010 Bonds to have a market value as of the date of determination equal to the principal amount thereof, taking into account prevailing market conditions; provided that in no event will the interest rate on any Series 2010 Bonds exceed the Maximum Rate.
 - (2) In the event the Remarketing Agent fails for any reason to determine the Weekly Rate for any Weekly Rate Period, the interest rate then in effect for Series 2010 Bonds that accrue interest at Weekly Rates will remain in effect from week to week until the Bond Trustee is notified of a new Weekly Rate determined by the Remarketing Agent.
 - (3) All determinations of Weekly Rates and Weekly Rate Periods pursuant to this Section or **Section 308(b)(9)** shall be conclusive and binding upon the City, the Borrower, the Bond Trustee, the Tender Agent, the Paying Agent, the Credit Bank and the owners of the Series 2010 Bonds to which such rates are applicable.
 - (4) The Weekly Rate in effect for each Bond in a Weekly Rate Period shall be available to the owner of such Bond on the date such interest rate is determined, by **5:00 p.m.**, eastern time, from the Remarketing Agent or the Tender Agent at their principal offices and shall also be communicated by the Remarketing Agent promptly to the Borrower by Electronic Notice.
 - (5) Weekly Rate Periods shall commence on a Thursday and end on Wednesday of the following week and each Weekly Rate Period shall be followed by another Weekly Rate Period until the rate period of the Series 2010 Bonds is converted to a Flex Private Placement Rate Period or a

Fixed Rate Period; provided that (A) in the case of a conversion from a Weekly Rate Period to a Flex Private Placement Rate Period or a Fixed Rate Period, the last Weekly Rate Period prior to conversion shall end on the day immediately preceding the Conversion Date to the new rate period; and (B) the day of the week on which Weekly Rate Periods shall commence may be changed by the Remarketing Agent with the consent of the Borrower, if the scheduled rate determination day has become inappropriate (taking into account general market practice), as determined in the reasonable exercise of the Remarketing Agent's judgment, upon notice to the Bond Trustee and the Tender Agent not less than **14** days before the change, which notice shall promptly be communicated by the Bond Trustee, by first class mail to the owners of Series 2010 Bonds, provided, that such notice to the Bond Trustee is accompanied by an Opinion of Bond Counsel, which opinion shall also be addressed and delivered to the City, to the effect that the change will not adversely affect the exclusion from gross income on any Series 2010 Bonds for federal income tax purposes.

(6) The Weekly Rate for each Weekly Rate Period shall be effective from and including the commencement date thereof and remain in effect to and including the last day thereof. Each such Weekly Rate shall be determined by the Remarketing Agent on the Business Day next preceding the commencement date of the Weekly Rate Period to which it relates (or if not a Business Day on the next succeeding Business Day), and provided to the Bond Trustee by the Remarketing Agent by written, Electronic Notice by **5:00 p.m.**, eastern time, on such preceding Business Day.

(b) *Fixed Rates.* The Fixed Rate, and the schedule of principal payments for Series 2010 Bonds bearing interest at the Fixed Rate, shall be determined as set forth in this subsection (b). Series 2010 Bonds bearing interest at a Fixed Rate may not be converted to any other type of rate period pursuant to **Section 203** hereof and may or may not be covered by any Letter of Credit.

The Fixed Rate Period shall commence on a Conversion Date and shall extend to the earlier of the date of redemption or the Maturity Date of the Series 2010 Bonds accruing interest at a Fixed Rate. The Fixed Rate for the Series 2010 Bonds accruing interest at a Fixed Rate shall be set forth in the firm underwriting or purchase contract described in **Section 203(a)** hereof.

Except as provided below, upon conversion of the interest rate on any Series 2010 Bonds to a Fixed Rate, all such Series 2010 Bonds then being converted shall be subject to mandatory sinking fund redemption through and including the Maturity Date of the Series 2010 Bonds in accordance with the terms specified below. Upon conversion, the firm of bond underwriters or recognized institutional investors who agree to underwrite or purchase such Series 2010 Bonds in accordance with **Section 203(a)** hereof shall deliver to the Borrower and the Bond Trustee a certificate that includes (a) a schedule specifying the principal amount

of Series 2010 Bonds to be called for mandatory sinking fund redemption on **August 15** of each year, commencing on the first **August 15** occurring at least 6 months after the Conversion Date, through and including the Maturity Date of the Series 2010 Bonds, and (b) a schedule specifying the interest on such Series 2010 Bonds to be paid on **February 15** and **August 15** of each year, commencing with the first **February 15** or **August 15** occurring after the Conversion Date through and including the Maturity Date of the Series 2010 Bonds. In determining the amount of interest and principal that shall be payable on such dates, such firm of bond underwriters or institutional investors shall use the following guidelines:

- (1) The interest rate on each Bond then being converted shall be the lowest interest rate that will enable such Bond upon conversion to be remarketed at par, assuming that all Series 2010 Bonds then being converted will be subject to mandatory sinking fund redemption on **August 15** of each year (commencing on the first **August 15** occurring at after the Conversion Date) through and including the Maturity Date of the Series 2010 Bonds, all Series 2010 Bonds shall pay interest semiannually on **February 15** and **August 15** of each year (commencing with the first **February 15** or **August 15** after the Conversion Date), all Series 2010 Bonds of the same maturity shall bear interest at the same rate, and all such Series 2010 Bonds shall only be remarketed at par plus any original issue premium; and
- (2) The schedule of principal payments shall be set to achieve annual level debt service (including both principal and interest) for all remaining periods ending each year on **August 15** (commencing on the first **August 15** occurring after the Conversion Date) through and including the Maturity Date of the Series 2010 Bonds, and to the extent such annual level debt service cannot be exactly achieved due to the denomination of the Series 2010 Bonds then being converted, such annual level debt service shall be achieved by rounding down all principal amounts to the next **\$5,000** denomination or any integral multiple thereof and rounding up the last principal payment.

If the designations referred to above cannot be made and the Opinion of Bond Counsel described in the immediately succeeding paragraph has not otherwise been delivered to the Bond Trustee and the City by the Borrower, then no conversion shall be effected.

The foregoing notwithstanding, another method of providing for payment of principal on the Series 2010 Bonds after the Conversion Date may be established by the firm of bond underwriters or institutional investors underwriting or purchasing such Series 2010 Bonds if there is delivered to the Bond Trustee and the City by the Borrower an Opinion of Bond Counsel to the effect that utilization of such other method will not adversely affect the validity or enforceability in accordance with their terms of any Series 2010 Bonds or the exclusion from gross income of the interest on any Series 2010 Bonds for federal income tax purposes.

(c) *Flex Private Placement Rates.* A Flex Private Placement Rate shall be determined for each Flex Private Placement Rate Period as follows:

- (1) The initial Flex Private Placement Rate Period shall commence on the Closing Date and end on the respective Maturity Dates for the Series 2010 Bonds or, in the case of the Series 2010 Bond maturing August 15, 2023, on August 15, 2017 (the “Initial Flex Private Placement Rate Period”). Each Flex Private Placement Rate Period shall be followed by another Flex Private Placement Rate Period until the rate period of the Series 2010 Bonds is converted to a Weekly Rate Period or a Fixed Rate Period; provided that in the case of a conversion from a Flex Private Placement Rate Period to a Weekly Rate Period or a Fixed Rate Period, the last Flex Private Placement Rate Period prior to conversion shall end on the day immediately preceding the Conversion Date to the new rate period. A Flex Private Placement Rate Period shall be for a duration of one (1) year, three (3) years, five (5) years, seven (7) years or from the end of the then current Flex Private Placement Rate Period to the Maturity Date, as selected by the Borrower.
- (2) The Flex Private Placement Rate for each Flex Private Placement Rate Period shall be effective from and including the commencement date thereof and remain in effect to and including the last day thereof. The Flex Private Placement Rate for all of the Series 2010 Bonds during the Initial Flex Private Placement Period shall be ____% per annum (the “Initial Flex Private Placement Rate”). Each subsequent Flex Private Placement Rate shall be either a floating interest rate or fixed term rate selected by the Borrower. The floating interest rate shall be equal to the sum of (1) LIBOR Rate, plus (2) a credit spread to be determined by the Initial Purchaser on the date that the Flex Private Placement Rate is determined, (3) plus the then prevailing Liquidity Premium, if any, for the appropriate Flex Private Placement Rate Period, which such sum shall then be multiplied by the then prevailing Bank Qualified Multiplier (the “Flex Private Placement Floating Rate”); provided, however, that at the time of the determination of such Flex Private Placement Floating Rate, the Initial Purchaser shall certify to the Bond Trustee and the Borrower that the Flex Private Placement Rate so determined is the lowest rate of interest which, in the judgment of the Initial Purchaser, would cause such Series 2010 Bonds to have a market value as of the date of determination equal to the principal amount thereof, taking into account prevailing market conditions. The fixed term rate shall be equal to the sum of (1) the Cost of Funds for the Flex Private Placement Rate Period, plus (2) a credit spread to be determined by the Initial Purchaser on the date that the Flex Private Placement Rate is determined, which sum shall then be multiplied by the then prevailing Bank Qualified Multiplier (the “Flex Private Placement Fixed Term Rate”); provided, however, that at the time of the determination of such Flex Private Placement Fixed Term Rate, the Initial Purchaser shall certify to the Bond Trustee and the Borrower that the Flex

Private Placement Rate so determined is the lowest rate of interest which, in the judgment of the Initial Purchaser, would cause such Series 2010 Bonds to have a market value as of the date of determination equal to the principal amount thereof, taking into account prevailing market conditions. The determination of the Flex Private Placement Rate in accordance with this subsection shall be conclusive and binding upon the City, the Borrower, the Bond Trustee and the bond owners.

- (3) On or before the date that is 10 months prior to the expiration of any Flex Private Placement Rate Period, the Bond Trustee shall notify the Borrower of the date on which such Flex Private Placement Rate Period will expire and the requirement to provide the notice described in this Section 202(c)(3). On or before the date which is nine (9) months prior to the expiration of any Flex Private Placement Rate Period, the Borrower shall notify the Initial Purchaser and the Bond Trustee of its desire for the Series 2010 Bonds to remain in a Flex Private Placement Rate Period and its selection of (1) the duration for the new Flex Private Placement Rate Period, to commence on the day after the expiration of the then current Flex Private Placement Rate Period and (2) whether the Series 2010 Bonds shall accrue interest at either a Flex Private Placement Floating Rate or a Flex Private Placement Fixed Term Rate during the new Flex Private Placement Rate Period, established in accordance with subsection (2) above. If the Initial Purchaser fails to advise the Borrower and the Bond Trustee of the extension of its commitment for the new Flex Private Placement Rate Period at the new Flex Private Placement Rate on or before the date which is six (6) months before the expiration of the then current Flex Private Placement Rate Period, it shall be deemed that the Initial Purchaser shall have elected not to extend its commitment, and the Series 2010 Bonds shall be subject to mandatory tender pursuant to Section 307(e) hereof. If the Initial Purchaser affirmatively, and in writing, elects to hold the Series 2010 Bonds at the new Flex Private Placement Rate, the new Flex Private Placement Rate Period shall commence on the day after the expiration of the then current Flex Private Placement Rate Period and the Series 2010 Bonds shall accrue interest at the new Flex Private Placement Rate.
- (4) No later than 10:00 a.m. eastern time on the commencement date of the new Flex Private Placement Rate Period, and if such day is not a Business Day, the immediately preceding Business Day, the Initial Purchaser shall notify the Borrower and the Bond Trustee of the new Flex Private Placement Rate. On such date, the Initial Purchaser also shall provide the Borrower and the Bond Trustee with a certificate signed by an authorized signatory of the Initial Purchaser stating that (A) the credit spread, the Cost of Funds, the Bank Qualified Multiplier and/or the Liquidity Premium, as applicable, applied that date in determining the new Flex Private Placement Rate for the Series 2010 Bonds is the same credit spread, Cost of Funds, Bank Qualified Multiplier and/or Liquidity

Premium, as applicable, that would be quoted by the Initial Purchaser that date to other customers of the Initial Purchaser for obligations of amount and maturity similar to the Series 2010 Bonds, (B) the signatory is familiar with the subject matter of the certificate and is authorized to sign the same for and on behalf of the Initial Purchaser and (C) that the Flex Private Placement Rate is the lowest rate of interest which, in the judgment of the Initial Purchaser, would cause such Series 2010 Bonds to have a market value as of the date of determination equal to the principal amount thereof, taking into account prevailing market conditions.

- (d) *Default Rate.* While there exists an event of default under this Bond Indenture, the interest rate on the Series 2010 Bonds will be the rate on the Series 2010 Bonds on the day before the event of default occurred; provided, during any Flex Private Placement Rate Period, upon the occurrence of an event of default hereunder, the Series 2010 Bonds shall, at the election of the Initial Purchaser, accrue interest at the rate on the Series 2010 Bonds on the day before the event of default occurred plus four percent (4.0%) per annum. In such event, the default rate shall not exceed the Maximum Rate.

Section 203. Conversions Between Rate Periods. The Borrower may elect to convert all of the Series 2010 Bonds from one type of Rate Period to another as provided in this Section, except that Series 2010 Bonds bearing interest at the Fixed Rate may not be converted to any other type of Rate Period.

- (a) *Notice by Borrower.* The Borrower shall give notice of any proposed conversion to the Bond Trustee and the City not fewer than 7 Business Days prior to the date the notice to affected owners must be given pursuant to **Section 203(b)(2)** of the proposed conversion.
- (b) *Notices by Bond Trustee.* Upon receipt of a notice from the Borrower pursuant to **Section 203(a)** electing to convert the Series 2010 Bonds, the Bond Trustee shall:
 - (1) promptly give written notice of the proposed conversion to the Tender Agent, the Remarketing Agent and the Credit Bank or the Initial Purchaser, as applicable, and immediately cause the same information contained in the Borrower's notice to be delivered to the Tender Agent and the Remarketing Agent; and
 - (2) give notice (which may be combined, where applicable, with any notice required by **Section 307(c)** hereof), by first class mail of the proposed conversion to the affected owners of Series 2010 Bonds, and if a book-entry system is in effect, the Securities Depository, not less than **20** days before the proposed Conversion Date. Such notice shall state:
 - (A) the proposed Conversion Date, the proposed rate period to be effective on such date and the dollar amount of Series 2010 Bonds to be converted;

(B) that such Series 2010 Bonds will be subject to mandatory tender for purchase on the Conversion Date;

(C) the conditions, if any, to the conversion pursuant to subsection (c) below, and the consequences of such conditions not being fulfilled pursuant to subsection (d) below;

(D) if the Series 2010 Bonds are in certificated form, information with respect to required delivery of Bond certificates and payment of the purchase price; and

(E) the new Interest Payment Dates and Regular Record Dates.

(c) *Conditions to Conversion.* No conversion of rate periods will become effective unless:

- (1) if a Letter of Credit will be in effect after the Conversion Date, then, upon conversion, (A) either (i) the stated coverage of the Letter of Credit will include an amount sufficient to pay interest on all Series 2010 Bonds Outstanding (calculated at the Maximum Rate) for a period of days not less than the number of days in the longest interest payment period for the Series 2010 Bonds in such Rate Period plus 5 days (e.g., 35 days in the case of Series 2010 Bonds bearing interest at the Weekly Rate), or (ii) the Bond Trustee has received prior written confirmation from each Rating Agency that such conversion will not result in a reduction or withdrawal of the then current long-term ratings on the Series 2010 Bonds, if rated at that time, and (B) if the conversion is to the Fixed Rate, the term of the Letter of Credit shall extend to the Maturity Date;
- (2) if the conversion is from a Flex Private Placement Rate Period to a Weekly Rate Period, the Borrower delivers to the Bond Trustee with the conversion notice under **Section 203(a)** above (1) a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors to underwrite or purchase all Series 2010 Bonds that are to be converted to a Weekly Rate at a price of **100%** of the principal amount thereof at an agreed upon interest rate for each Bond to be so converted which such underwriter or institutional investor certifies is the lowest rate that will permit such Bond to be sold at par on the first day of the Weekly Rate Period and containing a maturity schedule, (2) a Letter of Credit from a financial institution rated at least “A” or its equivalent by each Rating Service and (3) evidence of the appointment of a Remarketing Agent, which may be the underwriter.
- (3) if the conversion is to the Fixed Rate, the Borrower delivers to the Bond Trustee with the conversion notice under **Section 203(a)** above (1) a firm underwriting or purchase contract from a recognized firm of bond underwriters or recognized institutional investors, which can be the

Remarketing Agent, to underwrite or purchase all Series 2010 Bonds that are to be converted to a Fixed Rate at a price of **100%** of the principal amount thereof at an agreed upon interest rate for each Bond to be so converted which such underwriter or institutional investor certifies is the lowest rate that will permit such Bond to be sold at par on the first day of the Fixed Rate Period and containing a maturity schedule, and if applicable a mandatory sinking fund redemption schedule, prepared in accordance with **Section 202(b)** hereof, and (2) either (x) a Letter of Credit from a financial institution rated at least "A" or its equivalent by each Rating Service, (y) evidence that the Series 2010 Bonds have received a rating that is not lower than "A" from each Rating Service then providing a rating on the Series 2010 Bonds, or (z) evidence that the City has approved such conversion;

- (4) the Borrower delivers to the Bond Trustee with the conversion notice under **Section 203(a)** above, an Opinion of Bond Counsel (which opinion shall also be addressed and delivered to the City and shall be confirmed on the Conversion Date) stating that such conversion is authorized or permitted by this Bond Indenture and the Enabling Ordinance, and that conversion will not adversely affect the exclusion from gross income on any Series 2010 Bonds for federal income tax purposes;
 - (5) Any conversion notice under **Section 203(a)** above shall also be accompanied by (i) a written statement from the Remarketing Agent, to be appointed, addressed to the City and the Bond Trustee, to the effect that the underwriter or the Remarketing Agent has determined, in its or their sole judgment, that the conversion would result in the lowest aggregate cost, taking into account interest and other determinable fees and expenses, being payable with respect to the Series 2010 Bonds over the next 12 months commencing with the date of the conversion, or (ii) an approval in writing of such conversion by a duly authorized officer of the City, or (iii) a Opinion of Bond Counsel, to the effect that such approval is not required for the continued validity and enforceability of the Series 2010 Bonds in accordance with their terms.
 - (6) if such Series 2010 Bond is not then held under a book-entry system, the Bond Trustee, the City, the Tender Agent, the Remarketing Agent and the Credit Bank shall also be provided with the CUSIP number of any Bond being converted; and
- (d) *Conversion Date.* The Conversion Date shall be a Business Day and shall not be less than **27** days (unless the Bond Trustee, the Tender Agent and the Remarketing Agent agree to a lesser number of days) succeeding receipt by the Bond Trustee of the Borrower's irrevocable election.
 - (e) *Failure of Conditions to Conversion.* If any condition precedent to a conversion of the Series 2010 Bonds set forth in subsection (c) above is not met, then no

conversion shall occur, but the Series 2010 Bonds shall continue to be subject to the mandatory tender otherwise required by **Section 307(a)** without regard to the failure to fulfill such condition, and thereafter the Series 2010 Bonds shall continue to accrue interest at the rate periods in effect immediately prior to the failed conversion; provided, however, if the Series 2010 Bonds fail to convert from a Flex Private Placement Rate Period to another rate period, at the Initial Purchaser's election, the Series 2010 Bonds shall accrue interest at the rate in effect immediately prior to the failed conversion plus two percent (2%) per annum.

Section 204. Method and Place of Payment. The principal of, redemption premium, if any, and interest on the Series 2010 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal of and the redemption premium, if any, on all Series 2010 Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Series 2010 Bonds are registered on the bond register maintained by the Bond Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Series 2010 Bonds at the designated corporate trust office of the Bond Trustee or of any Paying Agent named in the Series 2010 Bonds.

The interest payable on each Series 2010 Bond on any Interest Payment Date shall be paid by the Bond Trustee to the registered owner of such Series 2010 Bond as shown on the bond register at the close of business on the Regular Record Date for such interest, (1) by check or draft mailed to such registered owner at his address as it appears on the bond register or at such other address as is furnished to the Bond Trustee in writing by such owner, or (2) with respect to Series 2010 Bonds accruing interest at Flex Private Placement Rates and Weekly Rates, and with respect to Series 2010 Bonds accruing interest at Fixed Rates if such Series 2010 Bonds are held by a Securities Depository, or at the written request addressed to the Bond Trustee by any registered owner of Series 2010 Bonds in the aggregate principal amount of at least **\$100,000**, by electronic wire transfer in immediately available funds to the bank for credit to the ABA routing number and account number filed with the Bond Trustee no later than **10** Business Days before a payment date.

Interest on any Bond that is due and payable but not paid on the date due ("Defaulted Interest") shall cease to be payable to the owner of such Bond on the relevant Regular Record Date and shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Borrower shall notify the Bond Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Bond Trustee to comply with the next sentence hereof), and shall deposit with the Bond Trustee at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Trustee for such deposit prior to the date of the proposed payment; money deposited with the Bond Trustee shall be held in trust for the benefit of the owners of the Series 2010 Bonds entitled to

such Defaulted Interest as provided in this Section. Following receipt of such funds the Bond Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment and not less than **10** days after the receipt of such funds by the Bond Trustee. The Bond Trustee shall promptly notify the Borrower of such Special Record Date and, in the name and at the expense of the Borrower, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the bond register not less than **10** days prior to such Special Record Date.

For so long as the Series 2010 Bonds bear interest at the Flex Private Placement Rate and are held by the Initial Purchaser, and notwithstanding any provision in this Bond Indenture or the Loan Agreement to the contrary, the City agrees that all payments of principal (including sinking fund payments) of and any interest on any Bond registered in the name of the Initial Purchaser shall be made to the Initial Purchaser directly by the Borrower without payment by the Borrower to the Bond Trustee (without any presentment thereof, except upon payment of the final installment of principal, and without any notation of such payment being made thereon) in such manner or at such address in the United States as may be designated by the Initial Purchaser in writing to the Bond Trustee and to the City. Any payment made in accordance with the provisions of this paragraph shall be accompanied by sufficient information to identify the source and proper application of such payment. The Borrower shall provide the Bond Trustee with a certification of the date and amount of any payment of principal of or interest on the Series 2010 Bonds made by the Borrower to the Initial Purchaser pursuant to this paragraph within two Business Days of the payment (whether made on an Interest Payment Date or any other date on which such payment is made), and the Bond Trustee shall notify the City in writing if it has not received a payment certification from the Borrower within eight Business Days of any Interest Payment Date or other scheduled payment date. The Initial Purchaser shall promptly notify the Bond Trustee and the City in writing of any failure of the Borrower to make any payment of principal of or interest on the Series 2010 Bonds when due, and the Bond Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing. If any Series 2010 Bonds bearing interest at the Flex Private Placement Rate are sold or transferred, such sale or transfer shall be in accordance with **Section 206** hereof. The Initial Purchaser shall notify the Bond Trustee and the Borrower in writing of the name and address of the transferee, and it will, prior to delivery of such Series 2010 Bonds, make a notation on such Series 2010 Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. So long as the Series 2010 Bonds bear interest at the Flex Private Placement Rate and payments of principal and interest are being made to the Initial Purchaser as the registered Holder thereof in accordance with this Section and no Event of Default has occurred in which the Bond Trustee has been given notice thereof, the Bond Trustee shall have no obligations as Paying Agent in respect to such Bond, nor shall it be obligated to collect Loan Payments, pursuant to the Loan Agreement, to act as Bond Registrar or to take any other action in respect thereof, except at the express written direction of the Borrower or the City. Upon the occurrence of an Event of Default under this Bond Indenture, the payment of all Loan Payments, including such amounts as are required to pay principal of and interest on the Series 2010 Bonds and the fees and expenses of the Bond Trustee payable by the Borrower under the Loan Agreement and hereunder, shall be paid to the Bond Trustee and not be paid directly to the Initial Purchaser.

Subject to the foregoing provisions of this Section, each Bond delivered under this Bond Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 205. Execution and Authentication. The Series 2010 Bonds shall be executed on behalf of the City by the manual or facsimile signature of its **[Mayor and City Clerk]**. If any officer whose manual or facsimile signature appears on any Series 2010 Bonds shall cease to hold such office before the authentication and delivery of such Series 2010 Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Bond Indenture or be valid or obligatory for any purpose, unless the certificate of authentication thereon is executed by the Bond Trustee by manual signature of an authorized officer or signatory of the Bond Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Bond Indenture, the City may deliver Series 2010 Bonds executed by the City to the Bond Trustee for authentication and the Bond Trustee shall authenticate and deliver such Series 2010 Bonds as in this Bond Indenture provided and not otherwise.

Section 206. Registration, Transfer and Exchange. The Bond Trustee shall cause to be kept at its designated corporate trust office a register (referred to herein as the “**bond register**”) in which, subject to such reasonable regulations as it may prescribe, the Bond Trustee shall provide for the registration, transfer and exchange of Series 2010 Bonds as herein provided. The Bond Trustee is hereby appointed “**bond registrar**” for the purpose of registering Series 2010 Bonds and transfers of Series 2010 Bonds as herein provided.

Series 2010 Bonds may be transferred or exchanged only upon the bond register maintained by the Bond Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the designated corporate trust office of the Bond Trustee, the City shall execute, and the Bond Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2010 Bonds of the same series and maturity, of any authorized denominations and of a like aggregate principal amount.

Every Series 2010 Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Bond Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative duly authorized in writing.

All Series 2010 Bonds issued upon any transfer or exchange of Series 2010 Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same security

and benefits under this Bond Indenture, as the Series 2010 Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Series 2010 Bonds, but the Bond Trustee or Securities Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2010 Bonds, and such charge shall be paid before any such new Series 2010 Bond shall be delivered. The fees and charges of the Bond Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Borrower. In the event any registered owner fails to provide a correct taxpayer identification number to the Bond Trustee, the Bond Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Bond Trustee from amounts otherwise payable to such registered owner hereunder or under the Series 2010 Bonds.

The Bond Trustee shall not be required (a) to transfer or exchange any Bond during a period beginning at the opening of business **15** days before the day of the mailing of a notice of redemption of such Bond and ending at the close of business on the day of such publication or mailing, or (b) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Regular Record Date for such series of Series 2010 Bonds and ending at the close of business on the relevant Interest Payment Date therefor.

The Person in whose name any Series 2010 Bond is registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Bond Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bond Trustee will keep on file at its designated corporate trust office a list of the names and addresses of the last known owners of all Series 2010 Bonds and the serial numbers of such Series 2010 Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Bond Trustee, the list may be inspected and copied by the City, the Borrower, or the owners of **10%** in principal amount of Series 2010 Bonds Outstanding or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Bond Trustee.

Section 207. Temporary Bonds. Pending the preparation of definitive Series 2010 Bonds, the City may execute, and upon request of the City the Bond Trustee shall authenticate and deliver, temporary Series 2010 Bonds which are printed, typewritten, or otherwise produced, in any denomination, substantially of the tenor of the definitive Series 2010 Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Series 2010 Bonds may determine, as evidenced

by their execution of such Series 2010 Bonds. If temporary Series 2010 Bonds are issued, the City will cause definitive Series 2010 Bonds to be prepared without unreasonable delay. After the preparation of definitive Series 2010 Bonds, the temporary Series 2010 Bonds shall be exchangeable for definitive Series 2010 Bonds upon surrender of the temporary Series 2010 Bonds at the principal corporate trust office of the Bond Trustee, without charge to the owner. Upon surrender for cancellation of any one or more temporary Series 2010 Bonds, the City shall execute and the Bond Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Series 2010 Bonds of authorized denominations. Until so exchanged, temporary Outstanding Series 2010 Bonds shall in all respects be entitled to the security and benefits of this Bond Indenture.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Series 2010 Bond is surrendered to the Bond Trustee, or the City and the Bond Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the City and the Bond Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Bond Trustee that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Bond Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Bond Trustee in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section, the City and the Bond Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Bond Indenture equally and ratably with all other Outstanding Series 2010 Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2010 Bonds.

Section 209. Cancellation of Bonds. All Series 2010 Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bond Trustee, shall be promptly cancelled by the Bond Trustee, and, if surrendered to any Paying Agent other than the Bond Trustee, shall be delivered to the Bond Trustee and, if not already cancelled, shall be promptly cancelled by the Bond Trustee. The City or the Borrower may at any time deliver to the Bond Trustee for cancellation any Series 2010 Bonds previously authenticated and delivered hereunder, which the City or the Borrower may have acquired in any manner whatsoever, and all Series 2010 Bonds so delivered shall be promptly cancelled by the Bond

Trustee. No Series 2010 Bond shall be authenticated in lieu of or in exchange for any Series 2010 Bond cancelled as provided in this Section, except as expressly provided by this Bond Indenture. All cancelled Series 2010 Bonds held by the Bond Trustee shall be destroyed and disposed of by the Bond Trustee in accordance with applicable record retention requirements. The Bond Trustee shall execute and deliver to the City and the Borrower a certificate describing the Series 2010 Bonds so cancelled and destroyed.

Section 210. Book-Entry Bonds; Securities Depository. The Series 2010 Bonds shall initially be registered to the Initial Purchaser. While the Series 2010 Bonds bear interest at a Weekly Rate or a Fixed Rate, it is anticipated that the Series 2010 Bonds will be registered to Cede & Co., the nominee for The Depository Trust Company, New York, New York, and no beneficial owner will receive certificates representing their respective interests in the Series 2010 Bonds, except in the event the Bond Trustee issues replacement bonds as provided in this Section. In which case, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Series 2010 Bonds to the Participants until and unless the Bond Trustee authenticates and delivers replacement bonds to the beneficial owners as described in the following paragraph.

(1) If the Borrower determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Series 2010 Bonds being issued to any bond owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Series 2010 Bonds, or (2) if the Bond Trustee receives written notice from Participants having interests in not less than **50%** of the Series 2010 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Series 2010 Bonds being issued to any bond owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Series 2010 Bonds, then the Bond Trustee shall notify the bond owners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Bond Trustee shall register in the name of and authenticate and deliver replacement bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this paragraph, the Borrower, with the consent of the Bond Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of replacement bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Trustee, to the extent applicable with respect to such replacement bonds. If the Securities Depository resigns and the Borrower, the Bond Trustee or bond owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Trustee shall authenticate and cause delivery of replacement bonds to bond owners, as provided herein. The Bond Trustee may rely on information from the Securities Depository and its Participants as

to the names of the beneficial owners of the Series 2010 Bonds. The cost of printing, registration, authentication, and delivery of replacement bonds shall be paid for by the Borrower.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Borrower may appoint a successor Securities Depository provided the Bond Trustee receives written evidence satisfactory to the Bond Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Trustee upon its receipt of a Series 2010 Bond or Series 2010 Bonds for cancellation shall cause the delivery of Series 2010 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION AND PURCHASE OF BONDS

Section 301. Redemption of Bonds Prior to Maturity. The Series 2010 Bonds are subject to optional and mandatory redemption prior to the stated maturity as follows:

- (a) *Optional Redemption of Series 2010 Bonds Bearing Interest at Weekly Rates.* Series 2010 Bonds which accrue interest at Weekly Rates are subject to redemption and payment prior to maturity, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, in whole or in part, in an amount evenly divisible by minimum authorized denominations, on any Business Day, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.
- (b) *Optional Redemption of Series 2010 Bonds Bearing Interest at Flex Private Placement Rates.*
 - (1) Series 2010 Bonds during the Initial Flex Private Placement Rate Period and Series 2010 Bonds which accrue interest at a Flex Private Placement Floating Rate, as defined in **Section 202(c)(2)** hereof, are subject to redemption and payment prior to maturity, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, in whole or in part, in an amount evenly divisible by minimum authorized denominations, on any Business Day, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.
 - (2) Series 2010 Bonds which accrue interest at a Flex Private Placement Fixed Term Rate, as defined in **Section 202(c)(2)** hereof, are subject to redemption and payment prior to maturity, at the option of the Borrower,

on behalf of the City, which shall be exercised upon the written direction of the Borrower, in whole or in part, in an amount evenly divisible by minimum authorized denominations, on any Business Day, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.

Optional Redemption of Series 2010 Bonds Bearing Interest at Fixed Rates. Bonds which accrue interest at Fixed Rates also are subject to redemption on any Business Day in whole or in part in an amount evenly divisible by minimum authorized denominations, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.

The Borrower may deliver an alternate optional redemption schedule for the Series 2010 Bonds to the Bond Trustee on or prior to the Conversion Date setting forth redemption dates and redemption prices, which schedule shall be determined by the Remarketing Agent as the terms necessary for the Remarketing Agent to remarket the Series 2010 Bonds at par as of the Conversion Date if the Borrower shall also deliver to the City and the Bond Trustee an Opinion of Bond Counsel to the effect that the schedule of redemption will not adversely affect the validity and enforceability of the Series 2010 Bonds in accordance with their terms and will not have an adverse effect on the exclusion from gross income, for federal income tax purposes, of the interest on the Series 2010 Bonds, to the extent that such interest is then entitled to such exclusion.

Series 2010 Bonds which accrue interest at Fixed Rates are also subject to redemption prior to their maturity, as a whole or in part, by the City at the direction of the Borrower on the earliest practicable date after (i) the governing body of the Borrower determines in good faith that continued operation of the Bond Financed Property (or portions thereof) is not financially feasible or is otherwise disadvantageous to the Borrower; (ii) as a result thereof, the Borrower sells, leases or otherwise disposes of all or a portion of the Bond Financed Property to a person or entity unrelated to the Borrower; and (iii) there is delivered to the City and the Bond Trustee a written statement of Bond Counsel to the effect that, unless the Series 2010 Bonds are redeemed or retired in the amount specified either prior to or concurrently with such sale, lease or other disposition, or on a subsequent date prior to the first date on which the Series 2010 Bonds are subject to redemption, at the option of the City at the direction of the Borrower, such Bond Counsel will be unable, absent payment by the Borrower or the City to the Internal Revenue Service, to render an unqualified opinion that such sale, lease or other disposition of all or a portion of the Bond Financed Property will not adversely affect the validity of any Series 2010 Bonds or any exemption from federal income taxation to which the interest on such Series 2010 Bonds would otherwise be entitled. Any such redemption shall be at a redemption price equal to 100% of the principal amount thereof (plus accrued interest to the redemption date).

- (c) *Extraordinary Optional Redemption.* The Series 2010 Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the Borrower, on behalf of the City, which shall be exercised upon written direction from the Borrower, in whole or in part on any Business Day, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of the following events:
- (1) all or a substantial portion of the facilities financed or refinanced with the proceeds of the Series 2010 Bonds are damaged or destroyed by fire or other casualty, or title to, or the temporary use of, all or a substantial portion of such facilities are condemned or taken for any public or quasi-public use by any authority exercising the power of eminent domain or title thereto is found to be deficient, to such extent that in the determination of the Borrower (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Borrower is thereby prevented from carrying on its normal operations of such facilities, or (C) the cost of restoration or replacement thereof would exceed the net proceeds of any casualty insurance, title insurance or condemnation awards with respect thereto; or
 - (2) as a result of any changes in the Constitution of the State of Illinois or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Borrower in good faith, this Bond Indenture or the Loan Agreement becomes void or unenforceable or impossible of performance; or
 - (3) the Borrower is required or ordered, by legislative, judicial or administrative action of the United States or of the State of Illinois, or any agency, department or subdivision thereof, to operate the facilities financed or refinanced with the proceeds of the Series 2010 Bonds in a manner inconsistent with the stated goals, purposes and policies of the Borrower, including without limitation its goals, purposes and policies with respect to its primary operations, and such legislative, judicial or administrative action is applicable to the Borrower because the Borrower is a party to the Loan Agreement.
- (d) *Mandatory Sinking Fund Redemption of Series 2010 Bonds Prior to Conversion to Fixed Rate.* The Series 2010 Bonds maturing August 15, 2015, prior to conversion to a Fixed Rate, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section on **August 15** in each of the years set forth below, at a redemption price equal to **100%** of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
2011	
2012	
2013	
2014	
2015*	

* Final Maturity

The Series 2010 Bonds maturing August 15, 2016, prior to conversion to a Fixed Rate, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section on **August 15** in each of the years set forth below, at a redemption price equal to **100%** of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
2011	
2012	
2013	
2014	
2015	
2016*	

* Final Maturity

The Series 2010 Bonds maturing August 15, 2023, prior to conversion to a Fixed Rate, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of this Section on **August 15** in each of the years set forth below, at a redemption price equal to **100%** of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
2011	
2012	
2013	
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023*	

* Final Maturity

The Bond Trustee shall, in each year in which Series 2010 Bonds are to be redeemed pursuant to the terms of this subsection make timely selection of such Series 2010 Bonds or portions thereof to be so redeemed by lot in authorized units of principal amount in such equitable manner as the Bond Trustee may determine and shall give notice thereof without further instructions from the City or the Borrower. At the option of the Borrower, to be exercised on or before the 45th day next preceding each mandatory redemption date, the Borrower may: (1) deliver to the Bond Trustee for cancellation Series 2010 Bonds in the aggregate principal amount desired; or (2) furnish to the Bond Trustee Eligible Moneys with respect to Series 2010 Bonds accruing interest at Weekly Rates, and Non-Eligible Moneys with respect to Series 2010 Bonds accruing interest at Flex Private Placement Rates, together with appropriate instructions, for the purpose of purchasing any of said Series 2010 Bonds from any owner thereof in the open market at a price not in excess of **100%** of the principal amount thereof, whereupon the Bond Trustee shall expend such funds for such purposes; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Series 2010 Bonds of the same maturity which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Bond Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Bond so delivered or previously purchased or redeemed shall be credited at **100%** of the principal amount thereof on the obligation of the City to redeem Series 2010 Bonds of the same maturity on the next mandatory redemption date applicable to Series 2010 Bonds of such maturity that is at least **45** days after receipt by the Bond Trustee of such instructions from the Borrower, and any excess of such amount shall be credited on future mandatory redemption obligations for Series 2010 Bonds of the same maturity in chronological order or such other order as the Borrower may designate, and the principal amount of Series 2010 Bonds of the same maturity to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the Borrower intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the Borrower will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Bond Trustee a written certificate of the Borrower Representative indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment.

- (e) *Mandatory Sinking Fund Redemption of Series 2010 Bonds After Conversion to Fixed Rate.* The Bonds, after conversion to a Fixed Rate, are subject to mandatory redemption and payment prior to stated maturity pursuant to the mandatory redemption requirements of this Section on **August 15** in each year, at **100%** of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth in **Section 202(b)** hereof.

The Bond Trustee shall, in each year in which Series 2010 Bonds are to be redeemed pursuant to the terms of this subsection, make timely selection of such

Series 2010 Bonds or portions thereof to be so redeemed by lot in authorized units of principal amount in such equitable manner as the Bond Trustee may determine and shall give notice thereof without further instructions from the City or the Borrower. At the option of the Borrower, to be exercised on or before the **45th** day next preceding each mandatory redemption date, the Borrower may: (1) deliver to the Bond Trustee for cancellation Series 2010 Bonds in the aggregate principal amount desired; or (2) furnish to the Bond Trustee funds, together with appropriate instructions, for the purpose of purchasing any of said Series 2010 Bonds from any owner thereof in the open market at a price not in excess of **100%** of the principal amount thereof, whereupon the Bond Trustee shall expend such funds for such purposes to such extent as may be practical; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Series 2010 Bonds of the same maturity which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Bond Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Series 2010 Bond so delivered or previously purchased or redeemed shall be credited at **100%** of the principal amount thereof on the obligation of the City to redeem Series 2010 Bonds of the same maturity on the next mandatory redemption date applicable to Series 2010 Bonds of such maturity that is at least **45** days after receipt by the Bond Trustee of such instructions from the Borrower, and any excess of such amount shall be credited on future mandatory redemption obligations for Series 2010 Bonds of the same maturity in chronological order or such other order as the Borrower may designate, and the principal amount of Series 2010 Bonds of the same maturity to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the Borrower intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the Borrower will, on or before the **45th** day next preceding the applicable mandatory redemption date, furnish the Bond Trustee a certificate of the Borrower Representative indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment.

Section 302. Election to Redeem; Notice to Bond Trustee. The Borrower, on behalf of the City may elect to redeem Series 2010 Bonds subject to optional redemption. In case of any such optional redemption, the Borrower shall, at least **45** days prior to the redemption date (unless a shorter notice shall be satisfactory to the Bond Trustee) give written notice to the Bond Trustee directing the Bond Trustee to call Series 2010 Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount, and maturities of Series 2010 Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Bond Indenture pursuant to which such Series 2010 Bonds are to be called for redemption.

Notwithstanding the foregoing paragraph, while the Series 2010 Bonds are in a Flex Private Placement Rate Period, the election to redeem Series 2010 Bonds shall be delivered by the Borrower directly to the Initial Purchaser, and shall be given at least 7 days prior to the redemption date (unless a shorter notice shall be satisfactory to the Initial Purchaser).

The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Series 2010 Bonds under this Bond Indenture, and the Bond Trustee shall call Series 2010 Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City or the Borrower and whether or not the Bond Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Section 303. Selection of Bonds to be Redeemed; Bonds Redeemed in Part. Series 2010 Bonds may be redeemed only in the principal amount of minimum authorized denominations of the Series 2010 Bonds or any integral multiple thereof.

If less than all Series 2010 Bonds are to be redeemed and paid prior to maturity pursuant to **Section 301(a), 301(b), 301(c) or 301(d)** hereof, with respect to Series 2010 Bonds accruing interest at Weekly Rates or Fixed Rates, such Series 2010 Bonds shall be redeemed from the maturity or maturities selected by the Borrower, provided that Pledged Bonds and Borrower Bonds shall be redeemed before other Series 2010 Bonds are redeemed, and with respect to Series 2010 Bonds accruing interest at Flex Private Placement Rates, such Series 2010 Bonds shall be redeemed in the inverse order of their maturities. If less than all Series 2010 Bonds of any maturity are to be redeemed, the particular Series 2010 Bonds to be redeemed shall be selected by the Bond Trustee from the Series 2010 Bonds of such maturity which have not previously been called for redemption, by such method as the Bond Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to minimum authorized denominations of the principal of Series 2010 Bonds of a denomination larger than such minimum authorized denominations.

Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the City or the Bond Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Bond Trustee duly executed by, the owner thereof or his attorney or legal representative duly authorized in writing) and the City shall execute and the Bond Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Series 2010 Bond or Series 2010 Bonds of the same maturity of any authorized denomination or denominations as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Bond Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the unit or units of principal amount in minimum authorized denominations called for redemption (and to that extent only).

In lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Bond Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Bond Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Series 2010 Bond or Series 2010 Bonds for the unredeemed balance of the principal of the surrendered Series 2010 Bond.

Notwithstanding the foregoing, Pledged Bonds and Borrower Bonds (in that order of priority) shall be redeemed prior to any other Series 2010 Bonds.

The Bond Trustee shall promptly notify the City and the Borrower in writing of the Series 2010 Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 304. Notice of Redemption. Unless waived by any owner of Series 2010 Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, at least 7 days prior to the redemption date for Series 2010 Bonds accruing interest at Weekly Rates, and at least **30** days prior to the redemption date for Series 2010 Bonds bearing interest at Fixed Rates, to each registered owner of the Series 2010 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such registered owner to the Bond Trustee. Notices of redemption while the Series 2010 Bonds bear interest at a Flex Private Placement Rate shall be given by the Borrower directly to the Initial Purchaser at least 7 days prior to the redemption date (unless a shorter notice of redemption shall be satisfactory to the Initial Purchaser).

All official notices of redemption shall be dated and shall state:

- (a) the redemption date;
- (b) the redemption price;
- (c) the principal amount of Series 2010 Bonds to be redeemed and, if less than all Series 2010 Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, numbers and Maturity Dates) of the Series 2010 Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable, but only from Eligible Moneys with respect to Series 2010 Bonds accruing interest at Weekly Rates, upon each such Series 2010 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date (unless sufficient Eligible Moneys or Non-Eligible Moneys, as applicable, are not available to the Bond Trustee to pay the redemption price); and
- (e) the place where the Series 2010 Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Bond Trustee or other Paying Agent.

With respect to optional redemptions, at the option of the Borrower, such notice may be conditional upon Eligible Moneys or Non-Eligible Moneys, as applicable, being on deposit with the Bond Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Bond Trustee receives written notice from the Borrower that such moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Bond Trustee shall

not redeem such Series 2010 Bonds and the Bond Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Series 2010 Bonds will not be redeemed.

The failure of any owner of Series 2010 Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2010 Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

Unless the Series 2010 Bonds to be redeemed are in the Flex Private Placement Rate Period, in addition to the foregoing notice, further notice shall be given by the Bond Trustee on behalf of the City by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2010 Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Series 2010 Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Series 2010 Bonds being redeemed; (b) the date of issue of the Series 2010 Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the Maturity Date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Series 2010 Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

So long as the Securities Depository is effecting book-entry transfers of the Series 2010 Bonds, the Bond Trustee shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Bond Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 305. Deposit of Redemption Price; Bonds Payable on Redemption. On or prior to any redemption date, the City shall deposit with the Bond Trustee or with a Paying Agent, from moneys provided by the Borrower, an amount of money sufficient to pay the redemption price of all the Series 2010 Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

Unless the Series 2010 Bonds to be redeemed are in the Flex Private Placement Rate Period, the principal of and interest on all Series 2010 Bonds subject to redemption shall be paid first from moneys drawn under the Letter of Credit, and second from other Eligible Moneys available to the Bond Trustee. Moneys drawn under the Letter of Credit shall not be used to pay the redemption premium on any Bond, unless the Letter of Credit expressly provides for the

payment of such redemption premium. In no event shall Series 2010 Bonds in a Weekly Rate Period or a Fixed Rate Period be redeemed using moneys other than Eligible Moneys.

Notice of redemption having been given as aforesaid, the Series 2010 Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2010 Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the City at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the owners of the Series 2010 Bonds registered as such on the relevant Regular Record Dates according to the terms of such Series 2010 Bonds and the provisions of **Section 204**.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided under **Section 303** in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Section 306. Optional Tenders for Purchase of Bonds. Series 2010 Bonds accruing interest at Weekly Rates may be tendered for purchase, at the option of the owners thereof, at a purchase price equal to 100% of the principal amount of such Series 2010 Bonds (or portions in authorized denominations) plus accrued interest, if any, to the purchase date.

- (a) *Optional Purchase Dates.* The owners of Series 2010 Bonds (except Pledged Bonds and Borrower Bonds) accruing interest at Weekly Rates may elect to have their Series 2010 Bonds (or portions thereof in minimum authorized denominations) purchased at the purchase price payable in immediately available funds on any Business Day upon Electronic Notice of tender given to the Tender Agent not later than **5:00 p.m.**, eastern time, on a Business Day not fewer than 7 days prior to the purchase date.
- (b) *Bondowner Notice of Optional Tender.* Each notice of tender:
 - (1) shall be delivered to the Tender Agent and the Bond Trustee at its notice address (as herein provided) and be in form satisfactory to the Tender Agent;
 - (2) shall state (A) the principal amount of Series 2010 Bonds to which the notice relates, (B) that the owner irrevocably demands purchase of such Series 2010 Bond or a specified portion thereof, (C) the date on which such Series 2010 Bond or portion is to be purchased, and (D) payment instructions with respect to the purchase price; and
 - (3) shall automatically constitute (A) an irrevocable offer to sell the Series 2010 Bonds (or portion thereof) to which the notice relates on the purchase date at the purchase price, (B) an irrevocable authorization and instruction to the Tender Agent and the Bond Trustee to effect transfer of such Bond (or portion thereof) upon payment of the purchase price to the

Tender Agent on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent and the Bond Trustee to effect the exchange of the Bond to be purchased in whole or in part for other Series 2010 Bonds in an equal aggregate principal amount so as to facilitate the sale of such Series 2010 Bond (or portion thereof to be purchased), (D) an agreement of such owner to deliver such Series 2010 Bond, with all necessary endorsements for transfer and signature guarantees, to the Tender Agent at its designated office not later than **10:00 a.m.**, eastern time, on the purchase date, and (E) an acknowledgment that such owner will have no further rights with respect to such Bond (or portion thereof) upon payment of the purchase price thereof to the Tender Agent on the purchase date, except for the right of such owner to receive such purchase price upon delivery of such Bond to the Tender Agent, and that after the purchase date such owner will hold any undelivered bond certificate as agent for the Tender Agent. The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the owner.

Notwithstanding the foregoing, if the Series 2010 Bonds are held in a book-entry system, the right to optionally tender Series 2010 Bonds accruing interest at Weekly Rates may be exercised by a beneficial owner. Such right shall be exercised by delivery by the beneficial owner to the Remarketing Agent and the Tender Agent no later than the times specified in subsection (a) above of the notice described in this subsection (b) stating that such beneficial owner will cause its beneficial interest (or portion thereof in an authorized denomination) to be tendered, the amount of such interest to be tendered, the date on which such interest will be tendered and the identity of the Participant through which the beneficial owner maintains its interest. Upon delivery of such notice, the beneficial owner must make arrangements to have its beneficial ownership interest in the Series 2010 Bonds being tendered transferred to the Tender Agent at or prior to **10:00 a.m.**, eastern time, on the purchase date.

- (c) *Notice by Tender Agent.* Not later than **10:00 a.m.**, eastern time, on the Business Day immediately following the date of receipt of any notice of tender, the Tender Agent shall notify, by Electronic Notice, the Bond Trustee, the Remarketing Agent, the Credit Bank, the Initial Purchaser and the Borrower of receipt of such tender notice, the principal amount of Series 2010 Bonds (or portions thereof) to be purchased and the purchase date.

Section 307. Mandatory Tenders for Purchase of Bonds. The Series 2010 Bonds are subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount of such Bonds, plus accrued interest, if any:

- (a) *Mandatory Tender Upon Conversions between Rate Periods.* Series 2010 Bonds to be converted from one type of Rate Period to a different type of Rate Period are subject to mandatory tender for purchase on the Conversion Date.

- (b) *Mandatory Tender Upon Expiration or Termination of the Letter of Credit.* The Series 2010 Bonds (except when bearing interest at a Flex Private Placement Rate or a Fixed Rate) will be subject to mandatory tender on the **5th** Business Day prior to the scheduled expiration or termination of coverage of any Letter of Credit then in effect with respect to the Series 2010 Bonds if the Bond Trustee has not received evidence by the **30th** day preceding the scheduled expiration or termination date of such coverage of either an extension of the then existing Letter of Credit with respect to the Series 2010 Bonds or the issuance of an Alternate Letter of Credit with respect to the Series 2010 Bonds meeting the requirements therefor set forth in this Bond Indenture. The existing Letter of Credit will be used to provide funds for such purchase and the Bond Trustee shall not surrender the existing Letter of Credit until the purchase of the Series 2010 Bonds has been effected pursuant to this subsection.
- (c) *Mandatory Tender Upon Substitution of Alternate Letter of Credit.* The Series 2010 Bonds will be subject to mandatory tender for purchase on the date of substitution of an Alternate Letter of Credit for the then existing Letter of Credit. If a purchase of Series 2010 Bonds is effected pursuant to this subsection, the existing Letter of Credit, if necessary, will be used to provide funds for such purchase, rather than the Alternate Letter of Credit, and the Bond Trustee shall not surrender the existing Letter of Credit until the purchase of the Series 2010 Bonds has been effected pursuant to this subsection.
- (d) *Mandatory Tender Upon Event of Default Under Credit Agreement or Supplemental Agreement.* The Series 2010 Bonds will be subject to mandatory tender for purchase on the **7th** day (or if such day is not a Business Day, the **1st** Business Day preceding such day) following receipt by the Bond Trustee of either (i) written notice from the Credit Bank, as provided in the Credit Agreement, stating that an Event of Default (including nonreinstatement of interest coverage under the Letter of Credit) has occurred and is continuing under the Credit Agreement and directing the Bond Trustee to draw on the Letter of Credit to pay the purchase price of such Series 2010 Bonds on the mandatory tender date, or (ii) written notice from the Initial Purchaser, as provided in the Supplemental Agreement, stating that an Event of Default has occurred and is continuing under the Supplemental Agreement, and, in either case, directing the Bond Trustee to give notice that all of the Series 2010 Bonds Outstanding will be deemed tendered for purchase under this Section.
- (e) *Mandatory Tender at End of Each Flex Private Placement Rate Period.* The Series 2010 Bonds will be subject to mandatory tender on the date following the last day of each Flex Private Placement Rate Period, subject to right of the Initial Purchaser to affirmatively elect to hold the Series 2010 Bonds during the next Flex Private Placement Rate Period. The payment of the purchase price for Series 2010 Bonds tendered pursuant to this **Section 307(e)** shall be made by the Borrower from any available funds.

- (f) *Notice of Mandatory Tender.* The Bond Trustee shall notify the Tender Agent as soon as practicable at any time the Series 2010 Bonds are subject to mandatory tender as provided above. The Tender Agent shall give notice of such mandatory tender for purchase to the affected owners of Series 2010 Bonds as soon as practicable after receipt by the Tender Agent of notice of each mandatory tender and not less than 7 days before the mandatory tender date. If the Series 2010 Bonds are in certificated form, such notice shall include information with respect to required delivery of Bond certificates and payment of the purchase price. The Tender Agent will at the same time give a copy of the notice to the Bond Trustee, the City, the Credit Bank, the Remarketing Agent, principal bond depositories, information services and the Rating Services. The notice will state (1) the purchase date, (2) the purchase price, (3) if a book-entry system is not in effect, that the Series 2010 Bonds subject to mandatory tender must be surrendered to collect the purchase price, (4) if a book-entry system is not in effect, the address at which the Series 2010 Bonds must be surrendered, and (5) that interest on the Series 2010 Bonds purchased ceases to accrue on the purchase date.

Failure to give any required notice of mandatory tender as to any particular Series 2010 Bonds will not affect the validity of the purchase of any Series 2010 Bonds in respect of which no such failure has occurred. Any notice mailed as provided in the Series 2010 Bonds will be conclusively presumed to have been given whether or not actually received by any holder.

Section 308. Remarketing and Purchase of Tendered Bonds.

- (a) *Remarketing of Tendered Bonds.* Unless otherwise instructed by the Borrower, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for all Series 2010 Bonds or portions thereof for which notice of tender has been received pursuant to **Section 306** or which are subject to mandatory tender pursuant to **Section 307**. The terms of any sale by the Remarketing Agent shall provide for the payment of the purchase price, at par plus accrued interest, for tendered Series 2010 Bonds by the Remarketing Agent to the Tender Agent in immediately available funds at or before **10:30 a.m.**, eastern time on the purchase date. The Remarketing Agent shall not sell any Bond as to which a notice of conversion from a Weekly Rate Period to a Flex Private Placement Rate Period or to a Fixed Rate Period has been given by the Bond Trustee, or as to which the Tender Agent has given a notice of mandatory tender for purchase pursuant to **Section 307(c)** hereof, unless the Remarketing Agent has advised the Person to whom the sale is made of the conversion or notice. Any purchaser so advised must deliver a notice to the Tender Agent stating that such purchaser will tender such Series 2010 Bonds for purchase on the related mandatory tender date. The Remarketing Agent shall not remarket any Series 2010 Bonds pursuant to this Section to the Borrower or the City or any guarantor of the Borrower or the City (or any “insider”, as defined in the United States Bankruptcy Code, of the Borrower or the City).
- (b) *Purchase of Tendered Bonds.*

- (1) Notice. At or before **11:00 a.m.**, eastern time, on the purchase date, the Tender Agent shall give Electronic Notice to the Bond Trustee, the Credit Bank and the Borrower, specifying the principal amount of tendered Series 2010 Bonds as to which the Remarketing Agent has not found a purchaser at that time or has found a purchaser from whom payment has not been received. At or before **10:30 a.m.**, eastern time, on the purchase date, the Remarketing Agent shall give notice to the Tender Agent by Electronic Notice of the names, addresses and taxpayer identification numbers of the purchasers, the denominations of Series 2010 Bonds to be delivered to each purchaser and, if available, payment instructions for regularly scheduled interest payments, or of any changes in any such information previously communicated.
- (2) Sources of Payments. The Remarketing Agent shall cause to be paid to the Tender Agent on the purchase date of tendered Series 2010 Bonds all amounts representing proceeds of the remarketing of such Series 2010 Bonds (the "Remarketing Proceeds"), such payments to be made in the manner and at the time specified in **Section 308(a)** above. If the Remarketing Proceeds will not be sufficient to pay the purchase price on the purchase date of Series 2010 Bonds (other than Pledged Bonds or Borrower Bonds), the Tender Agent shall give notice to the Bond Trustee by **11:00 a.m.**, eastern time, on the purchase date to demand payment under the Letter of Credit, and the Bond Trustee shall by **11:30 a.m.**, eastern time, on the purchase date, make such demand in the manner set forth in the Letter of Credit, and the Credit Bank shall furnish to the Tender Agent immediately available funds by **2:30 p.m.**, eastern time on such purchase date, in an amount sufficient, together with the Remarketing Proceeds, to enable the Tender Agent to pay the purchase price of such Series 2010 Bonds to be purchased on such purchase date; provided, the Bond Trustee shall not make any demand for payment under the Letter of Credit with respect to Borrower Bonds or Pledged Bonds. If the Bond Trustee shall not have received notice from the Tender Agent, the Bond Trustee shall draw on the Letter of Credit in an amount equal to the purchase price of all Series 2010 Bonds to be purchased on such purchase date. The Bond Trustee shall authorize direct payment by the Credit Bank to the Tender Agent. If moneys received by the Tender Agent from Remarketing Proceeds and from draws under the Letter of Credit will not be sufficient to pay the purchase price on the purchase date of Series 2010 Bonds (other than Pledged Bonds or Borrower Bonds), the Tender Agent shall give notice to the Borrower by **11:30 a.m.**, eastern time, on the purchase date, to furnish immediately available funds to the Tender Agent by **2:30 p.m.**, eastern time, on such purchase date, in an amount sufficient together with the Remarketing Proceeds and any funds made available from draws under the Letter of Credit, to enable the Tender Agent to pay the purchase price of such Series 2010 Bonds (other than Pledged Bonds or Borrower Bonds) to be purchased on such purchase date. The Borrower shall deliver or cause to be delivered, pursuant to **Section 4.3** of

the Loan Agreement such amounts by such time so that there will be delivered to the Tender Agent immediately available funds in an amount equal to any insufficiency in Remarketing Proceeds and draws under the Letter of Credit with respect to the purchase price of such Series 2010 Bonds prior to **2:30 p.m.**, eastern time, on the purchase date. All moneys received by the Tender Agent as Remarketing Proceeds, from demands by the Bond Trustee under the Letter of Credit or from the Borrower, as the case may be, shall be deposited by the Tender Agent in the appropriate account of the Bond Purchase Fund as herein provided and shall be used solely for the payment of the purchase price of tendered Series 2010 Bonds and shall not be commingled with other funds held by the Tender Agent. In the case of a mandatory tender pursuant to **Section 307(e)** hereof, the payment of the purchase price shall be made from any funds available to the Borrower, there being no Letter of Credit while the Series 2010 Bonds bear interest at a Flex Private Placement Rate.

- (3) Bond Purchase Fund. There is hereby created with the Tender Agent a segregated trust fund to be designated the “City of Pekin, Tazewell County, Illinois -- Pekin Memorial Hospital Series 2010 Purchase Fund” (the “Bond Purchase Fund”). The Bond Purchase Fund shall consist of sub-accounts for the Series 2010 Bonds to be designated respectively the “Remarketing Account”, the “Letter of Credit Purchase Account” and the “Borrower Purchase Account”.

The Tender Agent shall deposit or cause to be deposited into the Remarketing Account, when and as received, all moneys delivered to the Tender Agent as and for the purchase price of remarketed Series 2010 Bonds by or on behalf of the Remarketing Agent. The Tender Agent shall disburse moneys from the Remarketing Account to pay the purchase price of Series 2010 Bonds properly tendered for purchase upon surrender of such Series 2010 Bonds (or to reimburse the Credit Bank for amounts paid under the Letter of Credit with respect to such Series 2010 Bonds).

The Bond Trustee or Tender Agent, as the case may be, shall deposit or cause to be deposited into the Letter of Credit Purchase Account when and as received, all proceeds made available through the Letter of Credit pursuant to **Section 308(b)**. The Tender Agent shall disburse moneys from the Letter of Credit Purchase Account to pay the purchase price of Series 2010 Bonds properly tendered for purchase upon surrender of such Series 2010 Bonds; provided that such proceeds shall not be applied to purchase Pledged Bonds or Borrower Bonds.

The Tender Agent shall deposit or cause to be deposited into the Borrower Purchase Account, when and as received, all moneys delivered to the Tender Agent as and for the purchase price of Series 2010 Bonds by or for the account of the Borrower pursuant to **Section 4.3** of the Loan Agreement. The Tender Agent shall disburse moneys from the Borrower Purchase Account to pay the purchase price of Series 2010 Bonds properly tendered for purchase upon surrender of such

Series 2010 Bonds; provided, that such proceeds shall not be applied to purchase Pledged Bonds or Borrower Bonds.

The funds held by the Tender Agent in the Bond Purchase Fund shall not be subject to any lien of this Bond Indenture. The moneys in the Bond Purchase Fund shall be used solely to pay the purchase price of Series 2010 Bonds as aforesaid (or to reimburse the Credit Bank for amounts paid under the Letter of Credit for such purpose) and may not be used for any other purposes. It shall be the duty of the Tender Agent to hold the moneys in the Bond Purchase Fund, without liability for interest thereon, for the benefit of the owners of Series 2010 Bonds which have been properly tendered for purchase or deemed tendered on the purchase date, and if sufficient funds to pay the purchase price for such tendered Series 2010 Bonds shall be held by the Tender Agent in the Bond Purchase Fund for the benefit of the owners thereof each such owner shall thereafter be restricted exclusively to the Bond Purchase Fund for any claim of whatever nature on such owner's part under this Bond Indenture or on, or with respect to, such tendered Bond. Funds held in the Bond Purchase Fund for the benefit of owners of untendered Series 2010 Bonds shall be held in trust and invested in overnight obligations of the type described in clause (a) of the definition of "*Government Obligations*" in **Section 101** hereof. Moneys in the Bond Purchase Fund which remain unclaimed two years after the applicable purchase date shall, at the request of the Borrower, and if the Borrower is not, at the time, to the knowledge of the Tender Agent, in default with respect to any covenant in the Loan Agreement or the Series 2010 Bonds, be paid to the Borrower, and the owners of the Series 2010 Bonds for which the deposit was made shall thereafter be limited to a claim against the Borrower.

- (4) Payments by the Tender Agent. At or before **3:00 p.m.**, eastern time, on the purchase date for tendered Series 2010 Bonds and upon receipt by the Tender Agent of **100%** of the aggregate purchase price of the tendered Series 2010 Bonds, the Tender Agent shall pay the purchase price of such Series 2010 Bonds to the owners thereof. Such payments shall be made in immediately available funds. The Tender Agent shall apply to such payments in order (A) moneys paid to it by the Remarketing Agent as proceeds of the remarketing of such Series 2010 Bonds by the Remarketing Agent, (B) proceeds made available through the Letter of Credit, and (C) other moneys made available by the Borrower.
- (5) Registration and Delivery of Purchased Bonds. On the date of purchase, the Bond Trustee shall register and deliver (or hold) all Series 2010 Bonds purchased on any purchase date as follows: (A) Series 2010 Bonds purchased or remarketed by the Remarketing Agent shall be registered and made available to the Remarketing Agent by **3:00 p.m.**, eastern time, in accordance with the instructions of the Remarketing Agent, (B) Series 2010 Bonds purchased with proceeds made available through the Letter of Credit shall be delivered and held as Pledged Bonds in accordance with subparagraph (6) below, and (C) Series 2010 Bonds purchased with

amounts provided by the Borrower shall be registered in the name of the Borrower and shall be delivered to the Bond Trustee to be held in trust by the Bond Trustee on behalf of the Borrower and shall not be released from such trust unless the Bond Trustee shall have received written instructions from the Borrower. Notwithstanding anything herein to the contrary, so long as the Series 2010 Bonds are held under a book-entry system, Series 2010 Bonds will not be delivered as set forth above; rather, transfers of beneficial ownership of the Series 2010 Bonds to the person indicated above will be effected on the registration books of the Securities Depository pursuant to its rules and procedures.

- (6) Pledged Bonds. Series 2010 Bonds purchased with proceeds made available through the Letter of Credit pursuant to this Section shall be registered by the Bond Trustee in the name of the Credit Bank, or, if directed in writing by the Credit Bank, its nominee or designee, and such Series 2010 Bonds shall be promptly delivered by the Bond Trustee to the Credit Bank or as the Credit Bank may otherwise direct in writing to be held as Pledged Bonds in accordance with the provisions of the Credit Agreement and this Bond Indenture, and prior to such delivery such Series 2010 Bonds shall be held in trust by the Bond Trustee for the benefit of the Credit Bank. The Remarketing Agent shall at the request of the Credit Bank continue to use its best efforts to arrange for the sale of any Pledged Bonds at the purchase price, subject to full reinstatement of the amount available to be drawn under the Letter of Credit with respect to such Series 2010 Bonds.

If the Remarketing Agent remarkets any Pledged Bond, the Remarketing Agent shall direct the purchaser of such Pledged Bond to transfer, by **12:00 noon**, eastern time, on the purchase date, the purchase price of such remarketed Pledged Bond to the Tender Agent for deposit into a separate subaccount of the Remarketing Account of the Bond Purchase Fund, to be disbursed from such subaccount solely for the purposes described in this paragraph. The Tender Agent shall immediately notify the Credit Bank of the receipt of the purchase price for such Pledged Bond, and upon receipt of the purchase price and of written evidence from the Credit Bank satisfactory to the Bond Trustee and the Tender Agent of full reinstatement of the amount available to be drawn under the Letter of Credit (as contemplated by the preceding paragraph), such Pledged Bond shall be considered released from the pledge of the Credit Bank. The Tender Agent shall transfer such purchase price to the Credit Bank upon receipt thereof and of written evidence satisfactory to the Bond Trustee and the Tender Agent of full reinstatement of the amount available to be drawn under the Letter of Credit (as contemplated by the preceding paragraph) to the extent that amounts remain due and owing to the Credit Bank under the Letter of Credit, and give all required notices, in accordance with the terms of the Letter of Credit. If moneys remain on deposit with the Tender Agent in such subaccount after payment is made

to the Credit Bank as described in the preceding sentence, such moneys shall be paid to, or upon the order of, the Borrower.

Notwithstanding anything to the contrary in this subsection, if and for so long as the Series 2010 Bonds are held in book entry form, the registration requirements under this subsection shall be deemed satisfied if Pledged Bonds are (A) registered in the name of the Securities Depository or its nominee, (B) credited on the books of the Securities Depository to the account of the Credit Bank (or its nominee or designee) and (C) further credited on the books of the Bond Trustee (or such nominee) to the account of the Credit Bank (or its nominee or designee).

- (7) Resale of Bonds Beneficially Owned by the Borrower. In the event that any Series 2010 Bonds are registered to the Borrower pursuant to subparagraph (5) above or following a release of Pledged Bonds from the lien of the Credit Bank, to the extent requested by the Borrower the Remarketing Agent shall offer for sale and use its best efforts to sell such Series 2010 Bonds at the purchase price.
- (8) Delivery of Tendered Bonds; Effect of Failure to Surrender Bonds. All Series 2010 Bonds to be purchased on any purchase date shall be required to be delivered to the principal office of the Tender Agent or its designated agent or drop service at or before **11:00 a.m.**, eastern time, on the purchase date. If the owner of any Bond (or portion thereof) in certificated form that is subject to optional or mandatory purchase pursuant to this Article fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the purchase price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the purchase date thereof and ownership of such Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (4) above. Any owner who fails to deliver such Bond for purchase shall have no further rights thereunder except the right to receive the purchase price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any tendered Series 2010 Bonds which have not been delivered to it (A) promptly notify the Remarketing Agent of such nondelivery, and (B) place or cause to be placed a stop transfer against an appropriate amount of Series 2010 Bonds registered in the name of such owner(s) on the bond registration books. The Tender Agent shall place or cause to be placed such stop(s) commencing with the lowest serial number Bond registered in the name of such owner(s) until stop transfers have been placed against an appropriate amount of Series 2010 Bonds until the appropriate tendered Series 2010 Bonds are delivered to the Tender Agent. Upon such delivery, the Tender Agent shall make or cause the Bond Trustee to make any necessary adjustments to the bond registration books. Notwithstanding anything herein to the contrary, so long as the Series 2010 Bonds are held in a book-entry system, Series 2010 Bonds will not

be delivered as set forth above; rather, transfers of beneficial ownership of the Series 2010 Bonds to the person indicated above will be effected on the registration books of the Securities Depository pursuant to its rules and procedures.

- (9) Special Rate Resetting. If any Series 2010 Bonds constitute Pledged Bonds or Borrower Bonds due to a failure in remarketing such Series 2010 Bonds, the Remarketing Agent shall be entitled to determine a new interest rate with respect to such Series 2010 Bonds, as appropriate, effective on such date as the Remarketing Agent is able to remarket such Pledged Bonds or Borrower Bonds in whole. Such new rate with respect to such Series 2010 Bonds shall be established by the Remarketing Agent in the manner described in **Section 202(a)** hereof.

ARTICLE IV

FUNDS AND ACCOUNTS, APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Creation of the Debt Service Fund and Expense Fund. (a) The City shall establish with the Bond Trustee and maintain so long as any of the Series 2010 Bonds entitled thereto are outstanding and bearing interest at a Weekly Rate or Fixed Rate, a separate account to be known as the “Debt Service Fund – Pekin Memorial Hospital – Series 2010” (the “Debt Service Fund”). Within the Debt Service Fund there are hereby created by the City and ordered established with the Bond Trustee three separate and segregated trust accounts to be designated, respectively, (1) the “**Eligible Moneys Account**”, (2) the “**Non-Eligible Moneys Account**”, and (3) the “**Letter of Credit Account**”. An initial deposit to the credit of the Debt Service Fund is to be made in accordance with Section 402.

(b) The City shall establish with the Bond Trustee a separate account to be known as the “Expense Fund – Pekin Memorial Hospital – Series 2010” (the “Expense Fund”).

The Bond Trustee is authorized to establish separate accounts within such funds or otherwise segregate moneys within such funds, on a book-entry basis or in such other manner as the Bond Trustee may deem necessary or convenient, or as the Bond Trustee shall be instructed by the City.

Section 402. Deposit of Bond Proceeds. The City, for and on behalf of the Borrower, shall deposit with the Bond Trustee all of the net proceeds of the Series 2010 Bonds together with \$_____ of Borrower funds, and the Bond Trustee shall deposit and apply such proceeds, as follows:

- (a) Transfer \$_____ to U.S. Bank National Association, as bond trustee for the Series 1993B Bonds in order to provide for the payment of the Series 1993B Bonds;

- (b) Transfer \$_____ to U.S. Bank National Association, as bond trustee for the Series 1993C Bonds in order to provide for the payment of the Series 1993C Bonds;
- (c) Transfer \$_____ to The Bank of New York Mellon Trust Company, N.A., as bond trustee for the Series 1997 Bonds in order to provide for the payment of the Series 1997 Bonds;
- (d) Deposit to the credit of the Expense Fund the sum of \$_____ from the proceeds of the sale of the Series 2010 Bonds.

Section 403. Expense Fund. An initial deposit to the credit of the Expense Fund is to be made in accordance with Section 402. Amounts on deposit in the Expense Fund shall be disbursed upon the written request of the Borrower or the City for the payment of expenses for any recording, trustee's and depository's fees and expenses, accounting and legal fees, financing costs (including costs of acquiring investments for the funds and escrows), and other fees and expenses incurred or to be incurred by or on behalf of the City or the Borrower in connection with or incident to the issuance and sale of the Series 2010 Bonds and the refunding of the Refunded Bonds. At such time as the Bond Trustee is furnished with an Officer's Certificate of the Borrower stating that all Costs of Issuance have been paid, and in no event later than March 1, 2011, the Bond Trustee shall transfer any moneys remaining in the Expense Fund to the Debt Service Fund.

Section 404. Debt Service Fund. The Bond Trustee shall deposit and credit to the applicable account in the Debt Service Fund, as and when received, the following:

- (a) All Loan Payments made by the Borrower pursuant to **Section 4.1** of the Loan Agreement to the Non-Eligible Moneys Account.
- (b) Interest earnings and other income on Permitted Investments required to be deposited in the applicable account of the Debt Service Fund pursuant to **Section 410** hereof.
- (c) All moneys drawn by the Bond Trustee under the Letter of Credit to pay interest, premium, if any, or principal of any Series 2010 Bonds to the Letter of Credit Account.
- (d) All other moneys received by the Bond Trustee under and pursuant to any of the provisions of this Bond Indenture or the Loan Agreement, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the applicable account of the Debt Service Fund.

Any amounts paid to the Bond Trustee that do not constitute Eligible Moneys shall be held in the Non-Eligible Moneys Account and shall not be commingled with any other moneys held by the Bond Trustee. At such time as moneys in the Non-Eligible Moneys Account shall constitute Eligible Moneys, as evidenced by an opinion delivered to the Bond Trustee satisfying the requirements set forth in clause (a) of the definition of "Eligible Moneys" herein, they shall be transferred to the Eligible Moneys Account upon written direction of the Borrower. Any

amounts received for deposit in the Debt Service Fund that constitute Eligible Moneys (other than amounts drawn under the Letter of Credit), and any amounts deposited in the Non-Eligible Moneys Account which at a later date become Eligible Moneys, shall be held in the Eligible Moneys Account and shall not be commingled with any other moneys held by the Bond Trustee. Any amounts drawn under the Letter of Credit for the payment of principal of, premium, if any, or interest on the Series 2010 Bonds shall be held in the Letter of Credit Account and shall not be commingled with any other moneys held by the Bond Trustee.

The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Bond Indenture to pay the principal of and redemption premium, if any, and interest on the Series 2010 Bonds as the same become due and payable at each Interest Payment Date, Maturity Date, upon redemption, by acceleration or otherwise, using moneys in the Letter of Credit Account, the Eligible Moneys Account and the Non-Eligible Moneys Account, in that order.

If the Letter of Credit is in effect, the Bond Trustee shall draw on the Letter of Credit the full amount required for the purpose of paying the principal of and interest due and payable on the Series 2010 Bonds (other than Pledged Bonds, Borrower Bonds and Series 2010 Bonds accruing interest at a Flex Private Placement Rate) on each payment date or upon acceleration. Such drawing shall be made in a timely manner under the terms of the Letter of Credit in order that the Bond Trustee may realize funds thereunder in sufficient time to pay Bondowners on the payment dates as provided herein. So long as the Letter of Credit is in force, the Bond Trustee shall deposit all moneys received pursuant to each draw on the Letter of Credit with respect to payment of principal of and interest on the Series 2010 Bonds in the Letter of Credit Account in the Debt Service Fund and shall apply such moneys to the payment of the principal of and interest on or redemption price of Series 2010 Bonds as provided in this Section. The Bond Trustee shall immediately notify the Borrower if the Credit Bank fails to honor a draw on the Letter of Credit or repudiates the Letter of Credit and shall immediately demand payment from the Borrower in order to receive timely payment of principal and interest on each payment date or acceleration.

Immediately after moneys are disbursed from the Letter of Credit Account in the Debt Service Fund, the Bond Trustee shall disburse moneys in the Eligible Moneys Account and the Non-Eligible Moneys Account in the Debt Service Fund, in that order, to reimburse the Credit Bank under the Credit Agreement for draws on the Letter of Credit that were used for such purpose and to pay obligations owing to the Credit Bank under the Credit Agreement then due and payable. The Bond Trustee may rely on a certificate from the Credit Bank that certifies the amounts so owed at any time. In the event of a continuing payment default by the Credit Bank under the Letter of Credit, or at such time as no Letter of Credit secures the Series 2010 Bonds, the Bond Trustee shall use all moneys then on deposit in the Debt Service Fund, first from the Eligible Moneys Account and thereafter the Non-Eligible Moneys Account, to pay principal of, and premium, if any, and interest on, the Series 2010 Bonds.

If no Letter of Credit is then in effect, the Bond Trustee shall use moneys received from the Borrower pursuant to **Section 4.1** of the Loan Agreement and on deposit in the Debt Service Fund to pay the full amount of principal of and interest due on the Series 2010 Bonds on each payment date.

The Bond Trustee, upon the written instructions from the City given pursuant to written direction of the Borrower, shall use excess Eligible Moneys in the Debt Service Fund to redeem all or part of the Series 2010 Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Borrower, in accordance with the provisions of **Article III** hereof, so long as the Borrower is not in default with respect to any payments under the Loan Agreement and to the extent said moneys are in excess of the amount required for payment of Series 2010 Bonds theretofore matured or called for redemption. The Borrower may cause such excess Eligible Moneys in the Debt Service Fund or such part thereof or other Eligible Moneys provided by the Borrower, as the Borrower may direct, to be applied by the Bond Trustee on a best efforts basis for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

After payment in full of the principal of, redemption premium, if any, and interest on the Series 2010 Bonds (or after provision has been made for the payment thereof as provided in this Bond Indenture), all rebatable arbitrage to the United States and the fees, charges and expenses of the Bond Trustee, any Paying Agents and the City, and any other amounts required to be paid under this Bond Indenture and the Loan Agreement, all amounts remaining in the Debt Service Fund shall be paid to the Borrower upon the expiration or sooner termination of the Loan Agreement.

Section 405. Reserved.

Section 406. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Series 2010 Bonds or the date fixed for redemption of any Series 2010 Bonds shall be a day other than a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 407. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Bond Trustee, all liability of the City to the owner thereof for the payment of such Bond, shall forthwith terminate and be completely discharged, and thereupon it shall be the duty of the Bond Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within three years following the date when such Bond becomes due, whether by maturity or otherwise, the Bond Trustee shall repay to the Borrower the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Borrower, and the owner thereof shall be entitled to look only to the Borrower for payment, and then only to the extent of

the amount so repaid, and the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 408. Moneys to be Held in Trust. All moneys deposited with or paid to the Bond Trustee for the funds and accounts held under this Bond Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Bond Indenture shall be held by the Bond Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Bond Indenture and the Loan Agreement, and, until used or applied as herein provided, and except as provided in **Sections 305** and **1001** hereof, shall (except for moneys in the Bond Purchase Fund and any rebate fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the City or the Borrower except as provided under **Section 410** hereof for investment purposes. Neither the Bond Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

Section 409. Investment of Moneys. Moneys held in each of the funds and accounts under this Bond Indenture shall, pursuant to written directions of the Borrower Representative, or in the absence of such direction moneys held in such funds and accounts shall be held uninvested. The Bond Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department and may pool moneys for investment purposes, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Exemption Agreement, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Bond Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in any rebate fund) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account. The Bond Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or account and the Bond Trustee shall not be liable for any loss resulting from such investments. Moneys that are held by the Tender Agent in the Bond Purchase Fund shall be invested by the Tender Agent only in Government Obligations identified under subsection (a) of the definition of "Government Obligations" in **Section 101** hereof, maturing not later than the earlier of **30** days from the date of purchase or the date when such funds are needed. The parties hereto acknowledge that regulations of the Comptroller of the Currency grant them the right to receive brokerage confirmations of security transactions as they occur. The parties hereto specifically waive such notification to the extent permitted by law and acknowledge that they will receive periodic cash transaction statements, which will detail all investment transactions, as more fully described in Section 411 below.

Section 410. Records and Reports of Bond Trustee. The Bond Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Bond Trustee pursuant to the provisions of this Bond Indenture as are requested by the City. The Bond Trustee shall furnish to the City and the Borrower, monthly on the tenth Business Day of each month, a statement showing the status of each of the funds and accounts established under this Article which are held by the Bond Trustee, showing the balance in each such fund or

account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month. The Bond Trustee shall render an annual accounting for each calendar year ending December 31 to the City, the Borrower, the Credit Bank, the Initial Purchaser, and any bond owner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, including investment earnings and the balance in any funds or accounts created by this Bond Indenture as of the beginning and close of such accounting period.

ARTICLE V

LETTER OF CREDIT

Section 501. Letter of Credit. Unless the Series 2010 Bonds are in the Flex Private Placement Rate Period or Fixed Rate Period, or as otherwise authorized herein, the Credit Bank will issue and deliver to the Bond Trustee the Letter of Credit, which will provide funds for the payment of the principal of and interest on the Series 2010 Bonds at the scheduled Maturity Date, redemption dates or acceleration date thereof, and for the payment of the purchase price of Series 2010 Bonds that have been tendered for purchase and for which proceeds of remarketing have not been received. The Bond Trustee shall hold the Letter of Credit for the benefit of the owners of the Series 2010 Bonds until the Letter of Credit terminates in accordance with its terms. If at any time during the term of the Letter of Credit the Bond Trustee resigns or is removed, and a successor Bond Trustee is appointed and qualified under this Bond Indenture, the resigning Bond Trustee or the Bond Trustee being removed shall request that the Credit Bank transfer the Letter of Credit to the successor Bond Trustee, and shall take all actions necessary to effect the transfer of the Letter of Credit to the successor Bond Trustee. When the Letter of Credit terminates in accordance with its terms, the Bond Trustee shall immediately surrender the Letter of Credit to the Credit Bank.

The Borrower shall cause the Letter of Credit to be continuously maintained in full force and effect (except when not required pursuant to this Article) in an amount equal to the principal amount of the Outstanding Series 2010 Bonds plus the amount required for interest and premium, if any, thereon, until all of the Series 2010 Bonds have been paid in full or their payment provided for in accordance with **Article X** of this Bond Indenture. The Borrower will exercise its best efforts to extend the term of the Letter of Credit currently in effect or to cause an Alternate Letter of Credit or commitment therefor to be delivered by the Credit Bank to the Bond Trustee not less than **30** days prior to the termination date of the Letter of Credit then in effect pursuant to the provisions of this Article.

The Bond Trustee shall draw amounts under the Letter of Credit in accordance with the terms and conditions set forth therein at the times, in the manner and for the purposes set forth in this Bond Indenture. The City agrees that the Bond Trustee in its name may enforce all rights of the Bond Trustee and of the City and all obligations of the Credit Bank (including the obligations of the Credit Bank to honor drafts duly presented in accordance with the terms and conditions of the Letter of Credit) under and pursuant to the Letter of Credit for the benefit of the owners of the Series 2010 Bonds. All amounts drawn under the Letter of Credit shall be held by the Bond Trustee in the Letter of Credit Account in the Debt Service Fund or by the Tender Agent in the

Bond Purchase Fund, as applicable, and used only for the purposes set forth herein. Anything in this Bond Indenture to the contrary notwithstanding, amounts drawn under the Letter of Credit and deposited with the Bond Trustee or the Tender Agent shall be invested only in obligations of the type described in paragraph (a) and (g) of the definition of "Permitted Investments" in **Section 101** maturing not later than the earlier of **30** days from the date of purchase or the date when such funds are needed.

Section 502. Alternate Letter of Credit. The Borrower may at any time, subject to any applicable provisions of the Credit Agreement, arrange for the substitution of an Alternate Letter of Credit for an existing Letter of Credit, and the Bond Trustee shall accept any Alternate Letter of Credit, subject to the following limitations:

- (a) Each Alternate Letter of Credit shall be an irrevocable direct-pay letter of credit, bank bond purchase agreement, bond insurance policy, revolving credit agreement, surety bond or other agreement or instrument issued and delivered in substitution for an existing Letter of Credit, under which any person or entity (other than the City or the Borrower) undertakes to make or provide funds to make payments of the principal of, redemption premium, if any, and interest on the Series 2010 Bonds, as and when due, and payments of the purchase price of Series 2010 Bonds that have been tendered for purchase and for which proceeds of remarketing have not been received, and which meets the requirements and conditions of this Section.
- (b) Each Alternate Letter of Credit, or a binding commitment to issue and deliver the Alternate Letter of Credit, must be delivered to the Bond Trustee not less than **30** days prior to the date of expiration of the then existing Letter of Credit, must be effective as of a date on or prior to the date of expiration of the then existing Letter of Credit, shall expire no earlier than the Letter of Credit which it replaces, but may be expressed to expire prior to the final maturity of the Series 2010 Bonds.
- (c) Each Alternate Letter of Credit shall be satisfactory in form and substance to the Bond Trustee, and shall be in a stated amount at least equal to the sum of (1) the aggregate principal amount of Series 2010 Bonds (other than Pledged Bonds or Borrower Bonds) at the time outstanding, plus (2) required coverage for interest and premium, if any. Each Alternate Letter of Credit shall have a term of at least one year beginning on the expiration date of the Letter of Credit then in effect.
- (d) The Borrower shall give written notice to the City, the Bond Trustee, the Tender Agent and each Rating Service maintaining a rating on the Series 2010 Bonds not less than **60** days prior to the expiration or termination date of the Letter of Credit then in effect, specifying that the Borrower intends to replace the existing Letter of Credit with an Alternate Letter of Credit on or before the expiration of the Letter of Credit then in effect. Upon receipt of such notice, the Bond Trustee shall promptly mail a notice of the anticipated delivery of the Alternate Letter of Credit by first-class mail to the Remarketing Agent and each bond owner. A draft of each Alternate Letter of Credit and the related Credit Agreement and

appropriate information concerning the issuer of such Alternate Letter of Credit shall be submitted to each Rating Service maintaining a rating on the Series 2010 Bonds.

- (e) The Borrower shall cause to be delivered to the Bond Trustee not less than **30** days prior to the expiration or termination date of the existing Letter of Credit (1) a commitment by the Credit Bank which will issue the Alternate Letter of Credit, and (2) written notice from each Rating Service maintaining a rating on the Series 2010 Bonds stating that the substitution of such Alternate Letter of Credit will not result in a reduction or withdrawal of the rating then in effect on the Series 2010 Bonds.
- (f) The Borrower shall exercise its best efforts to arrange for the delivery to the Bond Trustee of an Alternate Letter of Credit to replace any Letter of Credit then in effect upon the expiration thereof prior to the end of any such rate period or upon the occurrence of any of the following events or circumstances:
 - (1) If the Credit Bank has rescinded, terminated or repudiated the Letter of Credit, or the Credit Bank or any governmental authority with jurisdiction over the Letter of Credit is challenging the validity of the Letter of Credit or if the Credit Bank is in default under the Letter of Credit.
 - (2) If the Credit Bank shall refuse to extend the stated termination date with respect to the current Letter of Credit then in effect, but the term of such Alternate Letter of Credit need not (but may) begin prior to the stated termination date of the current Letter of Credit then in effect. The Borrower shall not terminate the current Letter of Credit and Credit Agreement until the term of the Alternate Letter of Credit has begun.
 - (3) Failure of the Credit Bank to honor any drawing which strictly complies with the terms of the Letter of Credit.

Such Alternate Letter of Credit shall have a term of at least one year beginning on the expiration date of the Letter of Credit then in effect.

- (g) On or prior to the effective date of any Alternate Letter of Credit, the Borrower shall furnish to the City and the Bond Trustee (1) an Opinion of Counsel stating that delivery of such Alternate Letter of Credit to the Bond Trustee is authorized under this Bond Indenture, and complies with the terms hereof, (2) an Opinion of Counsel from counsel to the Credit Bank issuing such Alternate Letter of Credit to the effect that the Alternate Letter of Credit is a valid and binding obligation of such issuer or provider, enforceable in accordance with its terms, subject to customary exceptions relating to bankruptcy and insolvency, (3) an Opinion of Bond Counsel, which shall also be addressed and delivered to the City, stating that the delivery of such Alternate Letter of Credit to the Bond Trustee is authorized under this Bond Indenture and complies with the terms hereof and does not adversely affect the tax-exempt status of the interest on the Series 2010

Bonds, and (4) written evidence from each Rating Service at the time providing a rating on the Series 2010 Bonds, to the effect that such Rating Service has reviewed the proposed Alternate Letter of Credit and that the substitution of the proposed Alternate Letter of Credit for the Letter of Credit will not, by itself, result in a reduction or withdrawal of its rating of the Series 2010 Bonds from that which prevailed prior to the substitution of the Alternate Letter of Credit. The Borrower shall not rescind or terminate the Letter of Credit unless such an Alternate Letter of Credit is in effect.

Section 503. Release of Letter of Credit. The Borrower may, subject to the limitations described below, direct the Bond Trustee to release an existing Letter of Credit and surrender such Letter of Credit to the Credit Bank, without substituting an Alternate Letter of Credit therefor. The Borrower may direct such a release only on a date on which all Series 2010 Bonds may be optionally redeemed pursuant to the provisions of the Series 2010 Bonds. Upon any such direction, or upon payment of all outstanding principal and redemption premium, if any, of and interest on the Series 2010 Bonds, the Bond Trustee shall release the Letter of Credit and surrender it to the Credit Bank. The Series 2010 Bonds shall be subject to mandatory tender pursuant to **Section 307(b)** hereof on the **5th** Business Day prior to any such release and the mandatory tender price payable upon the mandatory tender of Series 2010 Bonds as a result of the release of the existing Letter of Credit shall include a premium equal to the redemption premium, if any, at the time payable pursuant to the optional redemption provisions of the Series 2010 Bonds.

The Borrower shall notify the Bond Trustee, the Tender Agent and the Credit Bank of its intention to release the existing Letter of Credit at least **30** days prior to the date of such release. Upon receipt of such notice, the Bond Trustee shall promptly mail a notice of the anticipated release of the existing Letter of Credit to the City, the Remarketing Agent and each bond owner at the owner's registered address.

Section 504. Surrender of Letter of Credit. If at any time an Alternate Letter of Credit is delivered to the Bond Trustee, together with the other documents and opinions required by this Bond Indenture, then the Bond Trustee shall accept such Alternate Letter of Credit and promptly (but not sooner than the **5th** Business Day after the delivery of the Alternate Letter of Credit) surrender the Letter of Credit previously in effect to the issuer thereof, in accordance with the terms thereof, for cancellation. If at any time there shall cease to be any Series 2010 Bonds outstanding under this Bond Indenture, if at any time the Series 2010 Bonds shall have been defeased pursuant to **Article X** of this Bond Indenture, if the Borrower directs the Bond Trustee to release the Letter of Credit, or if the Letter of Credit expires in accordance with the terms of such Letter of Credit, the Bond Trustee shall promptly (but not sooner than the **5th** Business Day after the occurrence of such event) surrender the Letter of Credit to the issuer thereof, in accordance with the terms thereof, for cancellation. The Bond Trustee shall comply with the procedures set forth in the Letter of Credit relating to the termination thereof.

Section 505. Rights of Credit Bank. As long as the Letter of Credit is in effect, the Credit Bank shall be deemed to be the owner of all Series 2010 Bonds that are secured by the

Letter of Credit, all Pledged Bonds and all Borrower Bonds for all purposes of this Article following the occurrence of an event of default under this Bond Indenture.

If (a) an event of default shall occur and be continuing under this Bond Indenture, or (b) the Bond Trustee shall draw under the Letter of Credit in connection with the redemption or mandatory tender in whole of the Series 2010 Bonds, and in either such case the Credit Bank shall have provided the Bond Trustee with funds pursuant to the Letter of Credit for the payment in full of principal or redemption price, if any, of and the interest on the Series 2010 Bonds, then, and in such event, the Credit Bank shall be subrogated to all rights theretofore possessed under this Bond Indenture by the Bond Trustee and the bond owners in respect of which such principal or redemption price, if any, and interest shall have been paid with funds provided by the Credit Bank and not fully reimbursed to the Credit Bank. After the payment in full of all Series 2010 Bonds owned by the bond owners, any reference herein to the holders of the Series 2010 Bonds or to the bond owners shall mean the Credit Bank to the extent of those subrogation rights resulting from the payments made pursuant to the Letter of Credit.

Section 506. Limitation on Rights of the Credit Bank. Notwithstanding any provision of this Bond Indenture or the Loan Agreement to the contrary, no consent of or notice to the Credit Bank shall be required under any provision of this Bond Indenture or the Loan Agreement nor shall the Credit Bank have any right to receive notice of, consent to, direct or control any actions, restrictions, rights, remedies, waivers or acceleration pursuant to any provision of this Bond Indenture or the Loan Agreement during any time which:

- (a) the Credit Bank has wrongfully failed to honor a properly presented draw made under and in compliance with the terms of the Letter of Credit which failure has not been cured;
- (b) the Letter of Credit for any reason ceases to be valid and binding on the Credit Bank or is declared to be null and void, or the validity or enforceability of any provision of the Letter of Credit is denied by the Credit Bank or any governmental agency or authority, or the Credit Bank is denying further liability or obligation under the Letter of Credit, in all of the above cases contrary to the terms of the Letter of Credit;
- (c) the Credit Bank has rescinded, repudiated or terminated the Letter of Credit contrary to the terms of the Letter of Credit;
- (d) a petition has been filed and is pending against the Credit Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 30 days after such filing;
- (e) the Credit Bank has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented to the filing of any petition against it under such law;

- (f) the Credit Bank is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Credit Bank's activities; or
- (g) the Letter of Credit is not in effect and no amounts are due and payable by the Borrower to the Credit Bank under the Credit Agreement.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Bond Indenture. The City covenants that it is duly authorized under the Constitution and laws of the State of Illinois to execute this Bond Indenture, to issue the Series 2010 Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Bond Indenture and the issuance of the Series 2010 Bonds has been duly and effectively taken; and that the Series 2010 Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the City according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 602. Limited Obligations. The Series 2010 Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Loan Payments and other payments derived by the City under the Loan Agreement (except for fees and expenses payable to the City and the City's right to indemnification as set forth in the Loan Agreement), and from amounts drawn under the Letter of Credit and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Bond Trustee and in favor of the owners of the Series 2010 Bonds, as provided in this Bond Indenture. No holder of any Series 2010 Bonds has the right to compel any exercise of the taxing power of the City to make any payment with respect to the principal of and interest on the Series 2010 Bonds. The Series 2010 Bonds and interest thereon shall not be deemed to constitute an indebtedness or a loan of the credit of the State of Illinois, County of Tazewell or of any political subdivision thereof within the meaning of any state constitutional provision or statutory but shall be payable solely from the funds provided for in the Loan Agreement and in this Bond Indenture. The issuance of the Series 2010 Bonds shall not, directly, indirectly or contingently, obligate the State of Illinois, County of Tazewell or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Section 603. Payment of Bonds. The City shall duly and punctually pay or cause to be paid, but solely from the sources specified in this Bond Indenture, the principal of, redemption premium, if any, and interest on the Series 2010 Bonds in accordance with the terms of the Series 2010 Bonds and this Bond Indenture.

Section 604. Performance of Covenants. The City shall (to the extent within its control) faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions which are to be performed by the City contained in this Bond Indenture, in the Series 2010 Bonds and in all proceedings pertaining thereto.

Section 605. Inspection of Books. The City covenants and agrees that all books and documents in its possession relating to the Series 2010 Bonds, this Bond Indenture and the Loan Agreement, and the transactions relating thereto shall be open to inspection during business hours upon reasonable notice by the Bond Trustee or such accountants or other agencies as the Bond Trustee may from time to time designate. The Bond Trustee covenants and agrees that all books and documents in its possession relating to the Series 2010 Bonds, this Bond Indenture and the Loan Agreement, and the transactions relating thereto, including financial statements of the Borrower, shall be open to inspection during business hours upon reasonable notice by the City or such accountants or other agencies as the City may from time to time designate.

Section 606. Enforcement of Rights. The City agrees that the Bond Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Bond Indenture in its name or in the name of the City may enforce all rights of the City and the Bond Trustee and all obligations of the Borrower under and pursuant to the Loan Agreement and any other Transaction Documents for and on behalf of the bond owners, whether or not the City is in default hereunder. The Loan Agreement, and all other Transaction Documents shall be delivered to and held by the Bond Trustee.

Section 607. Amendments to the Loan Agreement. The Loan Agreement may be supplemented or amended by Supplemental Loan Agreements executed by the City and the Borrower as provided in **Article VIII** of the Loan Agreement; provided that subsequent to the issuance of any Series 2010 Bonds and prior to their payment in full (or provision thereof having been made in accordance with the provisions of this Bond Indenture), the Loan Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Bond Trustee.

Section 608. Tax Covenants. The City (to the extent within its power or direction) shall not use or permit the use of any proceeds of Series 2010 Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would adversely affect the exclusion of the interest on any Bond from gross income for federal income tax purposes.

The City agrees that so long as any of the Series 2010 Bonds remain Outstanding, it will (to the extent within its power or direction) comply with the provisions of the Tax Exemption Agreement applicable to the City.

The Bond Trustee agrees to comply with the provisions of the Tax Exemption Agreement, and upon receipt of the Tax Exemption Agreement and any Opinion of Bond Counsel which sets forth such requirements, to comply with any statute, regulation or ruling that may apply to it as Bond Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Series 2010 Bonds.

The Bond Trustee from time to time may cause a firm of attorneys, consultants or independent accountants or an investment banking firm to supply the Bond Trustee, on behalf of the City, with such information as the Bond Trustee, on behalf of the City, may request in order to determine in a manner reasonably satisfactory to the Bond Trustee, on behalf of the City, all matters relating to (a) the actuarial yields on the Series 2010 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2010 Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Borrower.

The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Series 2010 Bonds pursuant to **Article X** of this Bond Indenture or any other provision of this Bond Indenture, until the final Maturity Date of all Series 2010 Bonds Outstanding and payment thereof.

Section 609. Certain Information and Opinions to be Provided to the City. The Bond Trustee shall deliver to the City, promptly upon receipt by the Bond Trustee of the written request of the City, copies of the financial statements and certificates required to be delivered to the Bond Trustee under the Loan Agreement. Each Opinion of Bond Counsel required to be addressed and delivered to the Bond Trustee under any provision of this Bond Indenture shall also be addressed and delivered to the City.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The term “**event of default**,” wherever used in this Bond Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on any Bond when such interest becomes due and payable; or
- (b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or
- (c) default in the payment of any amounts due to the owner of any Bond when due or upon tender of such Bond to the Tender Agent for purchase pursuant to this Bond Indenture when such payment has become due and payable; or
- (d) default in the performance, or breach, of any covenant or agreement of the City in this Bond Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **60** days after there has been given to the City and the Borrower by the Bond Trustee or to the

City, the Borrower and the Bond Trustee by the owners of at least **10%** in principal amount of the Series 2010 Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **60-day** period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the City shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

- (e) any event of default under the Loan Agreement shall occur and is continuing and has not been waived; or
- (f) receipt by the Bond Trustee of written notice from the Credit Bank that an Event of Default (including nonreinstatement of interest coverage under the Letter of Credit) under the Credit Agreement (as defined therein) has occurred and is continuing and has not been waived by the Credit Bank, accompanied by written request of the Credit Bank to the Bond Trustee to either (1) give notice of mandatory tender of the Series 2010 Bonds under **Section 307(b)** hereof, or (2) accelerate the payment of principal of and interest on the Series 2010 Bonds under **Section 702** hereof; or
- (g) receipt by the Bond Trustee of written notice from the Initial Purchaser that an Event of Default under the Supplemental Agreement (as defined therein) has occurred and is continuing and has not been waived by the Initial Purchaser, accompanied by written request of the Initial Purchaser to the Bond Trustee to either (1) give notice of mandatory tender of Bonds under **Section 307(b)** hereof, or (2) accelerate the payment of principal of and interest on the Series 2010 Bonds under **Section 702** hereof.

With regard to any alleged default concerning which notice is given to the Borrower under the provisions of this Section, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 702. Acceleration of Maturity; Rescission and Annulment. If an event of default occurs and is continuing, the Bond Trustee may, and if requested by the owners of not less than **[50%]** in principal amount of the Series 2010 Bonds Outstanding or upon the occurrence of an event of default and the written request of the Credit Bank or the Initial Purchaser to accelerate as described in **Section 701(f)** or **Section 701(g)** hereof shall, by written notice to the City, the Borrower, the Credit Bank, the Initial Purchaser, the Remarketing Agent, and the Tender Agent, immediately declare the principal of all Series 2010 Bonds Outstanding and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable. The Bond Trustee immediately upon any such declaration of acceleration shall make an acceleration draw under

the Letter of Credit, if any, in the amount due and payable to the bond owners and interest on the Series 2010 Bonds shall cease to accrue upon such declaration and drawing.

Notwithstanding the foregoing, if the Letter of Credit is in effect and the Credit Bank has not failed to honor a properly presented draw in conformity with the Letter of Credit, then (a) if an event of default occurs and is continuing, the Bond Trustee upon demand of the Credit Bank shall so declare the Series 2010 Bonds to be immediately due and payable and the Bond Trustee shall immediately make an acceleration draw on the Letter of Credit in the amount due and payable to the Bondowners the proceeds of which will be immediately applied to pay the Series 2010 Bonds, and (b) in no event shall the principal of and interest on the Series 2010 Bonds be declared due and payable under this Section without receipt by the Bond Trustee of the prior written consent to such action by the Credit Bank. At the option and written direction of the Credit Bank, the Bond Trustee shall either accelerate, redeem and cancel the Series 2010 Bonds or declare that the Series 2010 Bonds shall be tendered and purchased by the Credit Bank.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Series 2010 Bonds has been obtained by the Bond Trustee as provided in this Article, the owners of a majority in principal amount of the Series 2010 Bonds Outstanding may, by written notice to the City, the Borrower and the Bond Trustee, rescind and annul such declaration and its consequences if

- (a) there is deposited with the Bond Trustee a sum sufficient to pay
 - (1) all overdue installments of interest on all Series 2010 Bonds,
 - (2) the principal of (and premium, if any, on) any Series 2010 Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Series 2010 Bonds,
 - (3) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Series 2010 Bonds, and
 - (4) all sums paid or advanced by the Bond Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel.
- (b) all events of default, other than the non-payment of the principal of Series 2010 Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 710** of this Bond Indenture.

Notwithstanding the foregoing, if the Letter of Credit is in effect, no declaration of acceleration under this Section shall be annulled and rescinded without (i) receipt by the Bond Trustee of the prior written consent to such action by the Credit Bank, provided that the Credit Bank has not failed to honor any properly presented and conforming draw under the Letter of Credit, and (ii) receipt by the Bond Trustee of written evidence from the Credit Bank that the Letter of Credit has been reinstated to the full stated amount in effect just prior to any

acceleration drawing and that the Credit Bank has rescinded any declaration of default under the Credit Agreement.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Exercise of Remedies by the Bond Trustee. Upon the occurrence and continuance of any event of default under this Bond Indenture, unless the same is waived as provided in this Bond Indenture, the Bond Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Bond Indenture or by law:

- (a) *Right to Bring Suit, Etc.* The Bond Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Series 2010 Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Bond Indenture, to realize on or to foreclose any of its interests or liens under this Bond Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the City as set forth in this Bond Indenture and to enforce or preserve any other rights or interests of the Bond Trustee under this Bond Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.
- (b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than 50% in principal amount of Series 2010 Bonds Outstanding and if indemnified as provided in **Section 802(e)** of this Bond Indenture, the Bond Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Bond Trustee shall deem most expedient in the interests of the bond owners.
- (c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Bond Trustee and of the bond owners under this Bond Indenture, the Bond Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) *Suits to Protect the Trust Estate.* The Bond Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Bond Indenture and to protect its interests and the interests of the bond owners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Bond Indenture or be prejudicial to the interests of the bond owners or the Bond Trustee, or to intervene (subject to the approval of a court of competent

jurisdiction) on behalf of the bond owners in any judicial proceeding to which the City or the Borrower is a party and which in the judgment of the Bond Trustee has a substantial bearing on the interests of the bond owners.

- (e) *Enforcement Without Possession of Bonds.* All rights of action under this Bond Indenture or any of the Series 2010 Bonds may be enforced and prosecuted by the Bond Trustee without the possession of any of the Series 2010 Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Bond Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel, and subject to the provisions of **Section 707** hereof, be for the equal and ratable benefit of the owners of the Series 2010 Bonds in respect of which such judgment has been recovered.
- (f) *Restoration of Positions.* If the Bond Trustee or any bond owner has instituted any proceeding to enforce any right or remedy under this Bond Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Bond Trustee or to such bond owner, then and in every case the City, the Borrower, the Bond Trustee and the bond owners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Bond Indenture, and thereafter all rights and remedies of the Bond Trustee and the bond owners shall continue as though no such proceeding had been instituted.

Section 704. Bond Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City or any other obligor upon the Series 2010 Bonds or of such other obligor or their creditors, the Bond Trustee (irrespective of whether the principal of the Series 2010 Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Bond Trustee shall have made any demand on the City for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

- (a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Series 2010 Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Bond Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel) and of the bond owners allowed in such judicial proceeding, and
- (b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each bond owner to make such payments to the Bond Trustee, and in the event that the Bond Trustee shall consent to the making of such payments directly to the bond owners, to pay to the Bond Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Bond Trustee, its agents and counsel, and any other amounts due the Bond Trustee under **Section 804**.

Nothing herein contained shall be deemed to authorize the Bond Trustee to authorize or consent to or accept or adopt on behalf of any bond owner any plan of reorganization, arrangement, adjustment or composition affecting the Series 2010 Bonds or the rights of any owner thereof, or to authorize the Bond Trustee to vote in respect of the claim of any bond owner in any such proceeding.

Section 705. Limitation on Suits by Bondowners. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Bond Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Bond Indenture, unless

- (a) such owner has previously given written notice to the Bond Trustee of a continuing event of default;
- (b) the owners of not less than 50% in principal amount of the Series 2010 Bonds Outstanding shall have made written request to the Bond Trustee to institute proceedings in respect of such event of default in its own name as Bond Trustee under this Bond Indenture;
- (c) such owner or owners have offered to the Bond Trustee indemnity as provided in **Section 804** of this Bond Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Bond Trustee for **60** days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Bond Trustee during such **60**-day period by the owners of a majority in principal amount of the Outstanding Series 2010 Bonds;

it being understood and intended that no one or more owners of Series 2010 Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Bond Indenture to affect, disturb or prejudice the lien of this Bond Indenture or the rights of any other owners of Series 2010 Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Bond Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Series 2010 Bonds.

Notwithstanding the foregoing or any other provision in this Bond Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date)

and nothing contained in this Bond Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 706. Control of Proceedings by Bond owners. The owners of a majority in principal amount of the Series 2010 Bonds Outstanding shall have the right, during the continuance of an event of default,

- (a) to require the Bond Trustee to proceed to enforce this Bond Indenture, either by judicial proceedings for the enforcement of the payment of the Series 2010 Bonds and the foreclosure of this Bond Indenture, or otherwise; and
- (b) to direct the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee under this Bond Indenture, provided that
 - (1) such direction shall not be in conflict with any rule of law or this Bond Indenture or direction of the Credit Bank,
 - (2) the Bond Trustee may take any other action deemed proper by the Bond Trustee which is not inconsistent with such direction, and
 - (3) the Bond Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Section 707. Application of Moneys Collected. Any moneys collected by the Bond Trustee pursuant to this Article (after the deductions for payment of costs and reasonable expenses of proceedings resulting in the collection of such moneys and subject to the provisions of **Section 804** of this Bond Indenture) together with any other sums then held by the Bond Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Bond Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Series 2010 Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

- (a) **First:** To the payment of all amounts due the Bond Trustee under **Section 804** of this Bond Indenture;
- (b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Series 2010 Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Bond Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Series 2010 Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Series 2010 Bonds, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due;

- (c) **Third:** To the payment to the Credit Bank of any amounts due and owing under the Credit Agreement and the payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct; and
- (d) **Fourth:** To the payment to the Initial Purchaser of any amounts due and owing under the Purchase Contract, the Supplemental Agreement and the Initial Purchaser Security Documents and the payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Bond Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Bond Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bond Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made. The Bond Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Bond Trustee for appropriate endorsement or for cancellation if fully paid.

Section 708. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Bond Trustee or to the bond owners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 709. Delay or Omission Not Waiver. No delay or omission of the Bond Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Bond Trustee or to the bond owners may be exercised from time to time, and as often as may be deemed expedient, by the Bond Trustee or by the bond owners, as the case may be.

Section 710. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Bond Trustee as provided in this Article, the owners of a majority in principal amount of the Series 2010 Bonds Outstanding may, by written notice delivered to the Bond Trustee and the City, on behalf of the owners of all the Series 2010 Bonds waive any past default hereunder and its consequences, except a default

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or

- (b) in respect of a covenant or provision hereof which under **Article IX** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Bond Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Section 711. Advances by Bond Trustee. If the Borrower shall fail to make any payment or perform any of its covenants in the Loan Agreement, the Bond Trustee may, at any time and from time to time, use and apply any moneys held by it under this Bond Indenture to effect payment or performance of any such covenant on behalf of the Borrower.

Section 712. Direction of Remedies by Credit Bank or Initial Purchaser. Any provision herein to the contrary notwithstanding, if an event of default described in subsection (d) or (e) of **Section 701** of this Bond Indenture shall have occurred and be continuing, the Bond Trustee shall exercise the remedies provided for hereunder only if and as directed in writing by the Credit Bank or the Initial Purchaser, as applicable, and shall not waive any event of default without the prior written consent of the Credit Bank or the Initial Purchaser, as applicable; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Indenture.

ARTICLE VIII

THE BOND TRUSTEE, PAYING AGENTS, REMARKETING AGENT AND TENDER AGENT

Section 801. Acceptance of Trusts; Certain Duties and Responsibilities. The Bond Trustee accepts and agrees to execute the trusts imposed upon it by this Bond Indenture, but only upon the following terms and conditions:

- (a) Except during the continuance of an event of default,
 - (1) the Bond Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture, and no implied covenants or obligations shall be read into this Bond Indenture against the Bond Trustee; and
 - (2) in the absence of bad faith on its part, the Bond Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bond Trustee and conforming to the requirements of this Bond Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bond Trustee, the Bond Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Bond Indenture.

- (b) If an event of default has occurred and is continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances.
- (c) No provision of this Bond Indenture shall be construed to relieve the Bond Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, **except** that
 - (1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;
 - (2) the Bond Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Bond Trustee, unless it shall be proved that the Bond Trustee was negligent in ascertaining the pertinent facts;
 - (3) the Bond Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Series 2010 Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee, under this Bond Indenture; and
 - (4) no provision of this Bond Indenture shall require the Bond Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (d) Whether or not therein expressly so provided, every provision of this Bond Indenture relating to the conduct or affecting the liability of or affording protection to the Bond Trustee shall be subject to the provisions of this Section.

Section 802. Certain Rights of Bond Trustee. Except as otherwise provided in Section 801 of this Bond Indenture:

- (a) The Bond Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) The Bond Trustee shall be entitled to rely upon a written certificate of the Borrower Representative as to the sufficiency of any request or direction of the Borrower mentioned herein, the existence or non-existence of any fact or the

sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the governing board of the Borrower has been duly adopted, and is in full force and effect.

- (c) Whenever in the administration of this Bond Indenture the Bond Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Bond Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a written certificate of the Borrower Representative.
- (d) The Bond Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Bond Trustee hereunder in good faith and in reliance thereon.
- (e) The Bond Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Bond Indenture at the request or direction of any of the bond owners pursuant to this Bond Indenture, unless such bond owners shall have offered to the Bond Trustee reasonable security or indemnity against the costs, expenses and liabilities (except as may result from the Bond Trustee's own negligence or willful misconduct) which might be incurred by it in compliance with such request or direction.
- (f) The Bond Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Bond Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Bond Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the City, personally or by agent or attorney.
- (g) The Bond Trustee assumes no responsibility for the correctness of the recitals contained in this Bond Indenture and in the Series 2010 Bonds, except the certificate of authentication on the Series 2010 Bonds. The Bond Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Bond Indenture or of the Series 2010 Bonds. The Bond Trustee shall not be accountable for the use or application by the City or the Borrower of any of the Series 2010 Bonds or the proceeds thereof or of any money paid to or upon the order of the City or the Borrower under any provision of this Bond Indenture.
- (h) The Bond Trustee, in its individual or any other capacity, may become the owner or pledgee of Series 2010 Bonds and may otherwise deal with the City or the Borrower with the same rights it would have if it were not Bond Trustee.

- (i) All money received by the Bond Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Bond Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Bond Indenture. The Bond Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the City or the Borrower.
- (j) The Bond Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Bond Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 803. Notice of Defaults. The Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except a default in any of the payments to the Bond Trustee required to be made by **Article IV** of this Bond Indenture or **Article IV** of the Loan Agreement, unless the Bond Trustee shall be specifically notified in writing of such default by the City, the Borrower, the annual written certificate of independent certified public accountants required by **Section 6.9** of the Loan Agreement, or the owners of at least **10%** in principal amount of all Series 2010 Bonds Outstanding, and in the absence of such notice so delivered, the Bond Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the occurrence of any default hereunder of which the Bond Trustee is required to take notice or has received notice as provided in this Section, the Bond Trustee shall give written notice of such default by mail to the City, the Borrower and all owners of Series 2010 Bonds as shown on the bond register maintained by the Bond Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond, the Bond Trustee shall be protected in withholding such notice if and so long as the Bond Trustee in good faith determines that the withholding of such notice is in the interests of the bond owners. For the purpose of this Section, the term **“default”** means any event which is, or after notice or lapse of time or both would become, an event of default.

Section 804. Compensation and Reimbursement. The Bond Trustee shall be entitled to payment or reimbursement

- (a) from time to time for reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);
- (b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Bond Trustee in accordance with any provision of this Bond Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Bond Trustee's negligence or bad faith; and
- (c) to indemnify the Bond Trustee for, and to hold it harmless against, any loss, liability or reasonable expense incurred without negligence or bad faith on its

part, arising out of or in connection with the acceptance or administration of this trust, including the costs and reasonable expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder, except that the Bond Trustee may not require that indemnity be furnished as a condition to taking any action in connection with any draw on the Letter of Credit required hereunder, or making payment on the Series 2010 Bonds when due or causing any acceleration or mandatory redemption or mandatory tender of the Series 2010 Bonds.

All such payments and reimbursements shall be made by the Borrower with interest at the rate of interest per annum equal to the prime rate announced from time to time by the Bond Trustee.

The Bond Trustee shall promptly notify the Borrower in writing of any claim or action brought against the Bond Trustee in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel satisfactory to the Bond Trustee and the payment of all expenses. The Bond Trustee may employ separate counsel in any such action and participate in the defense thereof, and the reasonable fees and expenses of such counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower.

Pursuant to the provisions of the Loan Agreement, the Borrower has agreed to pay to the Bond Trustee all reasonable fees, charges, advances and expenses of the Bond Trustee, and the Bond Trustee agrees to look only to the Borrower for the payment of all reasonable fees, charges, advances and expenses of the Bond Trustee and any Paying Agent as provided in the Loan Agreement. The Bond Trustee agrees that the City shall have no liability for any fees, charges and expenses of the Bond Trustee.

As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section, the Bond Trustee shall be secured under this Bond Indenture by a lien prior to the Series 2010 Bonds (except with respect to moneys drawn under the Letter of Credit), and shall have the right to use and apply any trust moneys held by it under **Article IV** hereof (except moneys drawn under the Letter of Credit).

Section 805. Corporate Trustee Required; Eligibility. There shall at all times be a Bond Trustee hereunder which shall be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, having a principal corporate trust office located in the State of Illinois, and having a combined capital and surplus of at least **\$50,000,000**, or must provide a guaranty of the full and prompt performance by the Bond Trustee of its obligations under this Bond Indenture and any other agreements made in connection with the Series 2010 Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital

and surplus as set forth in its most recent report of condition so published. If at any time the Bond Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 806. Resignation and Removal of Bond Trustee.

- (a) The Bond Trustee may resign at any time by giving written notice thereof to the City, the Borrower, the Credit Bank and each owner of Series 2010 Bonds Outstanding as shown by the list of bond owners required by this Bond Indenture to be kept at the office of the Bond Trustee. If an instrument of acceptance by a successor Bond Trustee shall not have been delivered to the Bond Trustee within **30** days after the giving of such notice of resignation, the resigning Bond Trustee may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee.
- (b) If the Bond Trustee has or shall acquire any conflicting interest, it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the City or the Borrower (so long as the Borrower is not in default under this Bond Indenture) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in Subsection (a).
- (c) The Bond Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the City and the Bond Trustee signed by the owners of a majority in principal amount of the Outstanding Series 2010 Bonds, or, so long as the Borrower is not in default under the Loan Agreement, by the Borrower. The City, the Borrower or any bond owner may at any time petition any court of competent jurisdiction for the removal for cause of the Bond Trustee.
- (d) The Bond Trustee may be removed at any time (so long as no event of default has occurred and is continuing under this Bond Indenture) by an instrument in writing signed by the City and delivered to the Bond Trustee. The foregoing notwithstanding, the Bond Trustee may not be removed by the City unless written notice of the delivery of such instrument signed by the City Representative is mailed to the Credit Bank and to the owners of all Series 2010 Bonds Outstanding under this Bond Indenture, which notice indicates the Bond Trustee will be removed and replaced by the successor trustee named in such notice, such removal and replacement to become effective not less than **60** days from the date of such notice, unless the owners of not less than **25%** in aggregate principal amount of such Series 2010 Bonds Outstanding shall object in writing to such removal and replacement.
- (e) If at any time:
 - (1) the Bond Trustee shall fail to comply with Subsection (b) after written request therefor by the City or by any bond owner, or

- (2) the Bond Trustee shall cease to be eligible under **Section 805** and shall fail to resign after written request therefor by the City or by any such bond owner, or
- (3) the Bond Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Bond Trustee or of its property shall be appointed or any public officer shall take charge or control of the Bond Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Bond Trustee, or the Borrower or any bond owner may petition any court of competent jurisdiction for the removal of the Bond Trustee and the appointment of a successor Bond Trustee.

- (f) The Bond Trustee shall give notice of each resignation and each removal of the Bond Trustee and each appointment of a successor Bond Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the registered owners of Series 2010 Bonds as their names and addresses appear in the bond register maintained by the Bond Trustee. Each notice shall include the name of the successor Bond Trustee and the address of its principal corporate trust office.
- (g) No resignation or removal of the Bond Trustee and no appointment of a successor Bond Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Bond Trustee under **Section 807**.

Section 807. Appointment of Successor Bond Trustee. If the Bond Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Bond Trustee for any cause, the City, with the written consent of the Borrower and the Credit Bank or the Initial Purchaser, as applicable (which consent shall not be unreasonably withheld so long as no event of default hereunder or under the Loan Agreement, the Credit Agreement or the Supplemental Agreement has occurred and is continuing), or the owners of a majority in principal amount of Series 2010 Bonds Outstanding (if an event of default hereunder or under the Loan Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the City and the retiring Bond Trustee, shall promptly appoint a successor Bond Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Bond Trustee shall be so appointed by the City or the bond owners. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Bond Trustee shall be appointed in the manner herein provided, the successor Bond Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Bond Trustee and supersede the retiring Bond Trustee and any temporary successor Bond Trustee appointed by such receiver or trustee. If no successor Bond Trustee shall have been so appointed and accepted appointment in the manner herein provided, any bond owner may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed

as above provided. Every such successor Bond Trustee appointed pursuant to the provisions of this Section shall be a bank with trust powers or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 808. Acceptance of Appointment by Successor. Every successor Bond Trustee appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Bond Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Bond Trustee shall become effective and such successor Bond Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Bond Trustee; but, on request of the City or the successor Bond Trustee, such retiring Bond Trustee shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Bond Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Bond Trustee, and shall duly assign, transfer and deliver to such successor Bond Trustee all property and money held by such retiring Bond Trustee hereunder, subject nevertheless to its lien, if any, provided for in **Section 804**. Upon request of any such successor Bond Trustee, the City shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Bond Trustee all such estates, properties, rights, powers and trusts.

No successor Bond Trustee shall accept its appointment unless at the time of such acceptance such successor Bond Trustee shall be qualified and eligible under this Article.

Section 809. Merger, Consolidation and Succession to Business. Any corporation or association into which the Bond Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Bond Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bond Trustee, shall be the successor of the Bond Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Series 2010 Bonds shall have been authenticated, but not delivered, by the Bond Trustee then in office, any successor by merger or consolidation to such authenticating Bond Trustee may adopt such authentication and deliver the Series 2010 Bonds so authenticated with the same effect as if such successor Bond Trustee had itself authenticated such Series 2010 Bonds.

Section 810. Co-Bond Trustees and Separate Bond Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Bond Trustee, or any other action which may be desirable or necessary in connection therewith, the Bond Trustee shall have power to appoint, and, upon the written request of the Bond Trustee or of the owners of at least **25%** in principal amount of the Series 2010 Bonds Outstanding, the City shall for such purpose join with the Bond Trustee in the execution, delivery and performance of all instruments and

agreements necessary or proper to appoint, one or more Persons approved by the Bond Trustee either to act as co-trustee, jointly with the Bond Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the City does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Bond Trustee alone shall have power to make such appointment.

Should any written instrument from the City be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the City.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

- (a) The Series 2010 Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Bond Trustee hereunder, shall be exercised solely, by the Bond Trustee.
- (b) The rights, powers, duties and obligations hereby conferred or imposed upon the Bond Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Bond Trustee or by the Bond Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Bond Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.
- (c) The Bond Trustee at any time, by an instrument in writing executed by it, with the concurrence of the City evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an event of default has occurred and is continuing, the Bond Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the City. Upon the written request of the Bond Trustee, the City shall join with the Bond Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.
- (d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Bond Trustee, or any other such trustee hereunder.

- (e) Any request, demand, authorization, direction, notice, consent, waiver or other act of bond owners delivered to the Bond Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 811. Designation of Paying Agents. The Bond Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Series 2010 Bonds, provided, however, that during any Flex Private Placement Rate Period when are held by the Initial Purchaser, the Borrower will make debt service payments directly to the Initial Purchaser. The City may, in its discretion, cause the necessary arrangements to be made through the Bond Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Series 2010 Bonds, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Series 2010 Bonds, and the successor Bond Trustee shall become such Bond Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the City in connection with the appointment of any successor Bond Trustee.

Section 812. Remarketing Agent. No Remarketing Agent will be appointed on the Closing Date. There shall at all times while the Series 2010 Bonds are in a Weekly Rate Period, be a Remarketing Agent appointed for the Series 2010 Bonds as provided in this Section. The Remarketing Agent shall be a corporation or other legal entity organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to perform all duties imposed upon the Remarketing Agent by this Bond Indenture, and shall be either (a) a member of the Financial Industry Regulatory Authority and registered as a Municipal Securities Dealer under the Securities Exchange Act of 1934, as amended, or (b) a national banking association, commercial bank or trust company. So long as the Series 2010 Bonds are held in the book-entry system, the Remarketing Agent must be a Participant in the book-entry system with respect to the Series 2010 Bonds.

The Remarketing Agent shall perform all of the duties imposed upon it by this Bond Indenture and the Remarketing Agreement, but only upon the terms and conditions set forth herein and in the Remarketing Agreement, including the following:

- (a) set the interest rates on the Series 2010 Bonds and perform the other duties provided for in **Sections 202 and 203** hereof and remarket Series 2010 Bonds as provided in **Section 308** hereof, subject to the provisions of the Remarketing Agreement between the Borrower and the Remarketing Agent, which shall control in the case of any conflict with this Bond Indenture;
- (b) hold all moneys delivered to it hereunder for the purchase of Series 2010 Bonds in trust solely for the benefit of the person or entity which shall have so delivered such moneys until the Series 2010 Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity;

- (c) keep such books and records as shall be consistent with customary industry practice that shall accurately reflect the transactions hereunder and to make such books and records available for inspection by the City, the Borrower, the Bond Trustee, the Tender Agent, the Credit Bank and the Initial Purchaser at all reasonable times;
- (d) deliver any notices required by this Bond Indenture to be delivered by the Remarketing Agent; and
- (e) perform all other duties of the Remarketing Agent under this Bond Indenture and the Remarketing Agreement.

The Remarketing Agent at any time may resign and be discharged of the duties and obligations imposed upon the Remarketing Agent by this Bond Indenture, by giving written notice thereof to the City, the Borrower, the Bond Trustee, the Tender Agent, the Paying Agent and the Credit Bank at least **30** days prior to the effective date of such resignation. The Remarketing Agent shall resign immediately at any time that it shall cease to be eligible in accordance with the provisions of this Section.

The Remarketing Agent may be removed at any time by the Borrower by an instrument in writing delivered at least **10** days prior to the effective date of such removal to the Remarketing Agent, the City, the Bond Trustee, the Tender Agent and the Credit Bank.

If the Remarketing Agent shall resign, be removed or become incapable of acting for any cause, the Borrower, with the consent of the City and the Credit Bank (which consents shall not be unreasonably withheld), shall promptly appoint a successor Remarketing Agent for the Series 2010 Bonds, subject to the conditions set forth herein, by an instrument in writing delivered to the City, the Bond Trustee, the Tender Agent, the Credit Bank, and the retiring Remarketing Agent. Every such successor Remarketing Agent appointed pursuant to the provisions of this Section shall meet the eligibility requirements of this Section.

Every successor Remarketing Agent appointed hereunder shall execute and deliver to the City, the Borrower, the Bond Trustee, the Tender Agent, the Credit Bank and the retiring Remarketing Agent an instrument accepting such appointment, designating its principal office and signifying its acceptance of the duties and obligations imposed upon it hereunder. No resignation or removal of the Remarketing Agent and no appointment of a successor Remarketing Agent pursuant to this Section shall become effective until the acceptance of appointment by the successor Remarketing Agent hereunder.

The Bond Trustee shall give notice of each resignation and each removal of the Remarketing Agent and each appointment of a successor Remarketing Agent by mailing written notice of such event within **30** days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, to the City, the Credit Bank, the applicable Rating Service and the registered owners of the Series 2010 Bonds as their names and addresses appear in the bond register maintained by the Bond Trustee. Each notice shall include the name of the successor Remarketing Agent and the address of its principal office.

In the event of the resignation or removal of the Remarketing Agent, and the appointment of a successor Remarketing Agent, the retiring Remarketing Agent shall pay over, assign and deliver any moneys and Series 2010 Bonds held by it in such capacity to its successor.

In the event that the Remarketing Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Borrower with the approval of the City and the Credit Bank shall not have appointed a successor as Remarketing Agent, the Tender Agent, notwithstanding the provisions of the first paragraph of this Section, shall ipso facto be deemed to be the Remarketing Agent for all purposes of this Bond Indenture until such appointment of the successor Remarketing Agent; provided, that the Tender Agent, in its capacity as Remarketing Agent, shall not be required to remarket Series 2010 Bonds.

Section 813. Tender Agent. There shall at all times prior to conversion of the Series 2010 Bonds to a Fixed Rate Period, be a Tender Agent appointed for the Series 2010 Bonds as provided in this Section. The Tender Agent shall be a commercial bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and authorized to perform all of the duties imposed upon it by this Bond Indenture, having a corporate trust office or agency or drop service located in the City of New York, New York, and having a combined capital and surplus of at least **\$50,000,000**. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Bond Trustee shall be the initial Tender Agent hereunder. The Bond Trustee hereby accepts its appointment as the initial Tender Agent and agrees to perform the duties imposed upon the Tender Agent by this Bond Indenture, but only upon the terms and conditions set forth herein, including the following:

- (a) hold all Series 2010 Bonds delivered to it hereunder in trust for the benefit of the respective owners which shall have so delivered such Series 2010 Bonds until moneys representing the purchase price of such Series 2010 Bonds shall have been delivered to or for the account of or to the order of such owners;
- (b) hold all moneys delivered to it hereunder for the purchase of Series 2010 Bonds in trust solely for the benefit of the person or entity which shall have so delivered such moneys until the Series 2010 Bonds purchased with such moneys shall have been delivered to or for the account of such person or entity;
- (c) keep such books and records as shall be consistent with customary industry practice that shall accurately reflect the transactions hereunder and to make such books and records available for inspection by the City, the Borrower and the Bond Trustee at all reasonable times;

- (d) deliver any notices required by this Bond Indenture to be delivered by the Tender Agent; and
- (e) perform all other duties of the Tender Agent under this Bond Indenture.

The Tender Agent at any time may resign and be discharged of the duties and obligations imposed upon the Tender Agent by this Bond Indenture, by giving written notice thereof to the City, the Borrower, the Bond Trustee, the Remarketing Agent and the Credit Bank at least **30** days prior to the effective date of such resignation. The Tender Agent shall resign immediately at any time that it shall cease to be eligible in accordance with the provisions of this Section.

The Tender Agent may be removed at any time by the Bond Trustee by an instrument in writing delivered to the Tender Agent, the City, the Bond Trustee, the Remarketing Agent and the Credit Bank.

If the Tender Agent shall resign, be removed or become incapable of acting for any cause, the Bond Trustee, with the written consent of the City and the Credit Bank (which consents shall not be unreasonably withheld), shall promptly appoint a successor Tender Agent by an instrument in writing delivered to the City, the Borrower, the Remarketing Agent, the Credit Bank and the retiring Tender Agent. Every such successor Tender Agent appointed pursuant to the provisions of this Section shall meet the eligibility requirements of this Section. No successor Tender Agent shall accept its appointment unless at the time of such acceptance such successor Tender Agent shall be qualified and eligible under this Article.

Every successor Tender Agent appointed hereunder shall execute and deliver to the City, the Borrower, the Bond Trustee, the Remarketing Agent, the Credit Bank and the retiring Tender Agent an instrument accepting such appointment, designating its principal office and accepting the duties and obligations imposed upon it hereunder. No resignation or removal of the Tender Agent and no appointment of a successor Tender Agent pursuant to this Section shall become effective until the acceptance of appointment by the successor Tender Agent hereunder.

The Bond Trustee shall give notice of each resignation and each removal of the Tender Agent and each appointment of a successor Tender Agent by mailing written notice of such event, within **30** days of the resignation or removal of the Tender Agent or the appointment of a successor Tender Agent, to the City, the Credit Bank, the Remarketing Agent, each applicable Rating Service and the registered owners of Series 2010 Bonds as their names and addresses appear in the bond register maintained by the Bond Trustee. Each notice shall include the name of the successor Tender Agent and the address of its principal corporate trust office.

In the event of the resignation or removal of the Tender Agent, and the appointment of a successor Tender Agent, the retiring Tender Agent shall pay over, assign and deliver any moneys and Series 2010 Bonds held by it in such capacity to its successor.

In the event that the Tender Agent shall resign or be removed, or be dissolved, or if the property or affairs of the Tender Agent shall be taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Bond Trustee shall not have appointed a successor as Tender Agent, the Bond Trustee, notwithstanding the provisions of the third paragraph of this Section, shall *ipso facto* be deemed

to be the Tender Agent for all purposes of this Bond Indenture until the appointment by the Bond Trustee of the successor Tender Agent.

ARTICLE IX

SUPPLEMENTAL BOND INDENTURES

Section 901. Supplemental Bond Indentures without Consent of Bondowners.

Without the consent of the owners of any Series 2010 Bonds, but with the consent of the Credit Bank or the Initial Purchaser, as applicable, the City and the Bond Trustee may from time to time enter into one or more Supplemental Bond Indentures for any of the following purposes:

- (a) to correct or amplify the description of any property at any time subject to the lien of this Bond Indenture, or better to assure, convey and confirm unto the Bond Trustee any property subject or required to be subjected to the lien of this Bond Indenture, or to subject to the lien of this Bond Indenture additional property; or
- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Series 2010 Bonds or of any series of Series 2010 Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or
- (c) to evidence the appointment of a new Remarketing Agent or Tender Agent, and in connection therewith to change any times of day specified herein by which any action must be taken; or
- (d) to alter the manner in which the Remarketing Agent may, in the reasonable exercise of its judgment, act pursuant to **Section 202(a)** to increase the likelihood of achieving the lowest net interest cost during the term of the Series 2010 Bonds, but only if the Borrower provides to the Bond Trustee and the City an Opinion of Bond Counsel to the effect that the amendment will not adversely affect the exclusion from gross income on any Series 2010 Bonds for federal income tax purposes; or
- (e) to alter, prior to the applicable Conversion Date, the manner in which a schedule of principal payments and interest rates may be set pursuant to **Section 202(b)**, or the redemption provisions to be applicable to Series 2010 Bonds accruing interest at a Fixed Rate Period, but only if the Borrower provides to the Bond Trustee and the City an Opinion of Bond Counsel to the effect that the amendment will not adversely affect the exclusion from gross income on any Series 2010 Bonds for federal income tax purposes; or
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee under this Bond Indenture; or
- (g) to add to the covenants of the City or to the rights, powers and remedies of the Bond Trustee for the benefit of the owners of all or any series of Series 2010 Bonds or to surrender any right or power herein conferred upon the City; or

- (h) to cure any ambiguity, to correct or supplement any provision in this Bond Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Bond Indenture, which shall not be inconsistent with the provisions of this Bond Indenture, provided such action shall not materially adversely affect the interests of the owners of the Series 2010 Bonds; or
- (i) to modify, eliminate or add to the provisions of this Bond Indenture to such extent as shall be necessary to effect the qualification of this Bond Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Series 2010 Bonds for sale under the securities laws of the United States or any state of the United States; or
- (j) to modify, eliminate or add to the provisions of this Bond Indenture in a manner which, in the judgement of the Bond Trustee, will not materially adversely affect the interests of the owners of the Series 2010 Bonds

Section 902. Supplemental Bond Indentures with Consent of Bondowners. With the consent of the Credit Bank, if applicable, and the owners of not less than a majority in principal amount of the Series 2010 Bonds then Outstanding affected by such Supplemental Bond Indenture, the City and the Bond Trustee may enter into one or more Supplemental Bond Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Bond Indenture or of modifying in any manner the rights of the owners of the Series 2010 Bonds under this Bond Indenture; provided, however, that no such Supplemental Bond Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

- (a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or
- (b) reduce the percentage in principal amount of the Outstanding Series 2010 Bonds, the consent of whose owners is required for any such Supplemental Bond Indenture, or the consent of whose owners is required for any waiver provided for in this Bond Indenture of compliance with certain provisions of this Bond Indenture or certain defaults hereunder and their consequences; or
- (c) modify the obligation of the City to make payment on or provide funds for the payment of any Bond; or
- (d) modify or alter the provisions of the proviso to the definition of the term "Outstanding"; or

- (e) modify any of the provisions of this Section or **Section 710**, except to increase any percentage provided thereby or to provide that certain other provisions of this Bond Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or
- (f) permit the creation of any lien ranking prior to the lien of this Bond Indenture with respect to any of the Trust Estate or terminate the lien of this Bond Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Bond Indenture.

The Bond Trustee may in its discretion determine whether or not any Series 2010 Bonds would be affected by any Supplemental Bond Indenture and any such determination shall be conclusive upon the owners of all Series 2010 Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Bond Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Series 2010 Bonds under this Section to approve the particular form of any proposed Supplemental Bond Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Section 903. Execution of Supplemental Bond Indentures. In executing, or accepting the additional trusts created by, any Supplemental Bond Indenture permitted by this Article or the modification thereby of the trusts created by this Bond Indenture, the Bond Trustee shall receive, and, subject to **Section 801**, shall be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Bond Trustee and the City stating that the execution of such Supplemental Bond Indenture is authorized or permitted by this Bond Indenture, and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Series 2010 Bonds. The Bond Trustee may, but shall not, except to the extent required in the case of any Supplemental Bond Indenture entered into under **Section 901(i)**, be obligated to, enter into any such Supplemental Bond Indenture which affects the Bond Trustee's own rights, duties or immunities under this Bond Indenture or otherwise.

Section 904. Effect of Supplemental Bond Indentures. Upon the execution of any Supplemental Bond Indenture under this Article, this Bond Indenture shall be modified in accordance therewith and such Supplemental Bond Indenture shall form a part of this Bond Indenture for all purposes; and every owner of Series 2010 Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 905. Reference in Bonds to Supplemental Bond Indentures. Series 2010 Bonds authenticated and delivered after the execution of any Supplemental Bond Indenture pursuant to this Article may, and if required by the Bond Trustee shall, bear a notation in form approved by the Bond Trustee as to any matter provided for in such Supplemental Bond Indenture. If the City shall so determine, new Series 2010 Bonds so modified as to conform, in the opinion of the Bond Trustee and the City, to any such Supplemental Bond Indenture may be prepared and executed by the City and authenticated and delivered by the Bond Trustee in exchange for Outstanding Series 2010 Bonds.

Section 906. Borrower's Consent to Supplemental Bond Indentures. A Supplemental Bond Indenture under this Article which affects any rights of the Borrower will not become effective unless and until the Borrower consents in writing to the execution and delivery of such Supplemental Bond Indenture.

ARTICLE X

SATISFACTION AND DISCHARGE

Section 1001. Payment, Discharge and Defeasance of Bonds. Series 2010 Bonds will be deemed to be paid and discharged and no longer Outstanding under this Bond Indenture and will cease to be entitled to any lien, benefit or security of this Bond Indenture if the City shall pay or provide for the payment of such Series 2010 Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Series 2010 Bonds, as and when the same become due and payable;
- (b) by delivering such Series 2010 Bonds to the Bond Trustee for cancellation; or
- (c) by depositing or causing to be deposited in trust with the Bond Trustee, or other paying agent or escrow agent meeting the same eligibility requirements of the Bond Trustee under **Section 805** hereof, moneys and Defeasance Obligations (provided that, while a Letter of Credit is in effect, such moneys shall constitute Eligible Moneys, as hereinafter defined, and such Defeasance Obligations shall be purchased with moneys that constitute Eligible Moneys) in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Series 2010 Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Series 2010 Bonds to the maturity or redemption date thereof); provided that, if any such Series 2010 Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Bond Indenture or provision satisfactory to the Bond Trustee is made for the giving of such notice; and further provided that Series 2010 Bonds that bear interest at other than the Fixed Rate shall not be deemed to have been paid and discharged within the meaning of this Section unless the interest rate payable on such Series 2010 Bonds is calculated at the Maximum Rate.

The Series 2010 Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Bond Trustee, the City and Credit Bank of (1) if the deposit of moneys and Defeasance Obligations with the Bond Trustee is more than **180** days prior to the scheduled full payment of the Series 2010 Bonds, a verification report in form and substance satisfactory to the Bond Trustee, the City and Credit Bank prepared by independent certified public accountants, or other

verification agent, satisfactory to the Bond Trustee, the City and Credit Bank, and (2) an Opinion of Bond Counsel addressed and delivered to the Bond Trustee, the City and Credit Bank in form and substance satisfactory to the Bond Trustee, the City and Credit Bank to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Series 2010 Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Bond Indenture has been provided for in the manner set forth in this Bond Indenture and to the effect that so providing for the payment of any Series 2010 Bonds will not cause the interest on the Series 2010 Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Bond Indenture.

In any case, if the Series 2010 Bonds are rated by a Rating Service, the Series 2010 Bonds shall not be deemed to have been paid or discharged by reason of any deposit pursuant to paragraphs (a) and/or (c) above unless each such Rating Service shall have confirmed in writing to the Bond Trustee that its rating will not be withdrawn or lowered as the result of any such deposit.

The foregoing notwithstanding, the liability of the City in respect of such Series 2010 Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Bond Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Bond Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Bond Trustee to the payment (either directly or through any Paying Agent, as the Bond Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Bond Trustee.

Section 1002. Satisfaction and Discharge of Bond Indenture. This Bond Indenture and the lien, rights and interests created by this Bond Indenture shall cease, determine and become null and void (except as to any surviving rights under **Section 1003** hereof) if the following conditions are met:

- (a) the principal of, premium, if any, and interest on all Series 2010 Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1001**;
- (b) all other sums payable under this Bond Indenture with respect to the Series 2010 Bonds are paid or provision satisfactory to the Bond Trustee is made for such payment;
- (c) the Bond Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) addressed and delivered to the Bond Trustee and the City to the effect that so providing for the payment of any Series 2010 Bonds will not adversely affect the exclusion of the interest on the Series 2010 Bonds from gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Bond Indenture; and

- (d) the Bond Trustee receives an opinion of bankruptcy counsel addressed to the Bond Trustee and the City to the effect that any deposit of cash or securities and any deposit of investment earnings thereon to effect such defeasance and subsequent payment to owners of the Series 2010 Bonds shall not constitute a voidable preference in a case commenced under the United States Bankruptcy Code (including §§ 544 and 547 thereof) or any applicable state statute by or against the City or the Borrower; and
- (e) the Bond Trustee receives an Opinion of Counsel to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Bond Indenture have been complied with.

Thereupon, the Bond Trustee shall execute and deliver to the City a termination statement and such instruments of satisfaction and discharge of this Bond Indenture as may be necessary and shall pay, assign, transfer and deliver to the City, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Bond Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Bond Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Series 2010 Bonds.

Section 1003. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Bond Indenture, the rights of the Bond Trustee under **Section 804** shall survive, and the Bond Trustee shall retain such rights, powers and duties under this Bond Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Series 2010 Bonds and the registration, transfer and exchange of Series 2010 Bonds as provided herein. Nevertheless, any moneys held by the Bond Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, purchase price, or interest on any Bond remaining unclaimed for three years after the principal of all Series 2010 Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid first to the Credit Bank, then to the Initial Purchaser and then to the Borrower, and the owners of any Series 2010 Bonds not theretofore presented for payment shall thereafter be entitled to look only to the Borrower for payment thereof and all liability of the Bond Trustee or any Paying Agent or the City with respect to such moneys shall thereupon cease.

ARTICLE XI

NOTICES, CONSENTS AND ACTS OF BONDOWNERS

Section 1101. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Bond Indenture to be made, given or furnished to or filed with the following Persons, if the same shall be delivered in person or duly mailed by first class mail, postage prepaid, at the following addresses:

- (a) To the City at:

City of Pekin, Tazewell County, Illinois
111 South Capitol Street
Pekin, Illinois 61554
Attention: City Manager

(b) To the Bond Trustee at:

U.S. Bank National Association
209 South LaSalle Street, Suite 300
Chicago, Illinois 60604
Attention: Corporate Trust Department

(c) To the Borrower at:

Pekin Memorial Hospital
600 South 13th Street
Pekin, Illinois 61553
Attention: Chief Financial Officer

(d) To the Initial Purchaser at:

U.S. Bank National Association
209 South LaSalle Street, Suite 410
Chicago, Illinois 60604
Attention: Mark A. LoSchiavo, Vice President

(e) To the Bond owners:

At the addresses of the bond owners as shown on the bond register
maintained by the Bond Trustee under this Bond Indenture.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Bond Trustee shall constitute a sufficient notice.

If notice to bond owners is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular bond owner shall affect the sufficiency of such notice with respect to other bond owners. Where this Bond Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by bond owners shall be filed with the Bond Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

The Bond Trustee shall also give notice to the Credit Bank or the Initial Purchaser, as applicable, and to each Rating Service then maintaining a rating on the Series 2010 Bonds if:

- (f) the Bond Trustee resigns or is removed, or a new Bond Trustee or Co-Bond Trustee is appointed;
- (g) all of the Series 2010 Bonds are paid, redeemed or defeased in accordance with the provisions of this Bond Indenture;
- (h) an event of default or acceleration occurs or the Bond Trustee waives any event of default or acceleration under this Bond Indenture;
- (i) any amendment is made to this Bond Indenture, the Loan Agreement or any of the other Transaction Documents;
- (j) the Credit Agreement is replaced or terminated or there is any termination, substitution, extension or expiration of the Letter of Credit;
- (k) any conversion from a Weekly Rate Period to a Flex Private Placement Rate Period or a Fixed Rate Period;
- (l) the giving of notice of a mandatory purchase or a redemption of Series 2010 Bonds in whole or in part, or a payment of all principal, interest and premium, if any, on the Series 2010 Bonds; or
- (m) appointment of a successor Tender Agent, Paying Agent or Remarketing Agent.

Section 1102. Acts of Bondowners. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Bond Indenture to be given or taken by bond owners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such bond owners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Bond Trustee, and, where it is hereby expressly required, to the City or the Borrower. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Series 2010 Bonds, shall be sufficient for any purpose of this Bond Indenture and conclusive in favor of the City and the Bond Trustee, if made in the following manner:

- (a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.
- (b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Bond Trustee deems sufficient; and the Bond Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

- (c) The ownership of Series 2010 Bonds and the amount or amounts, numbers and other identification of such Series 2010 Bonds, and the date of holding the same, shall be proved by the bond register maintained by the Bond Trustee.

In determining whether the owners of the requisite principal amount of Series 2010 Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Series 2010 Bonds owned by the City or the Borrower or any affiliate of the City or the Borrower shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Bond Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Series 2010 Bonds which the Bond Trustee knows to be so owned shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Bond Trustee or the City in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1103. Form and Contents of Documents Delivered to Bond Trustee.

Whenever several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the City may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the City stating that the information with respect to such factual matters is in the possession of the City, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Whenever any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Bond Indenture, they may, but need not, be consolidated and form one instrument.

Wherever in this Bond Indenture, in connection with any application or certificate or report to the Bond Trustee, it is provided that the City shall deliver any document as a condition of the granting of such application, or as evidence of the City's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the City to have such application granted or to the sufficiency of such certificate or report.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Assurances. The City shall do, execute, acknowledge and deliver such Supplemental Bond Indentures and such further acts, instruments, financing statements and assurances as the Bond Trustee may reasonably require for accomplishing the purposes of this Bond Indenture.

Section 1202. Immunity of Officers, Employees and Members of the City. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Series 2010 Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Bond Indenture against any past, present or future officer, director, member, employee or agent of the City, or of any successor public corporation, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Bond Indenture and the issuance of Series 2010 Bonds.

Section 1203. Limitation on City Obligations. Any other term or provision in this Bond Indenture or in any other Transaction Documents or elsewhere to the contrary notwithstanding:

- (a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the City or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Bond Indenture or any of the other Transaction Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the “Obligations”), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

- (1) Bond proceeds and investments therefrom; and
- (2) Payments derived from the Series 2010 Bonds, this Bond Indenture (including the Trust Estate to the extent provided in this Bond Indenture) and the Loan Agreement (except for the fees and expenses of the City and the City’s right to indemnification under the Loan Agreement under certain circumstances and as otherwise expressly set forth therein);

(the above provisions (1) and (2) being collectively referred to as the “exclusive sources of the Obligations”).

- (b) The Obligations shall not be deemed to constitute a debt or liability of the State of Illinois or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of

the full faith and credit of the State of Illinois or of any political subdivision thereof, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the State of Illinois or any political subdivision thereof or any charge upon their general credit or taxing power.

- (c) In no event shall any member, officer, agent, employee, representative or advisor of the City, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.
- (d) In no event shall this Bond Indenture be construed as:
 - (1) depriving the City of any right or privilege; or
 - (2) requiring the City or any member, officer, agent, employee, representative or advisor of the City to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the City's being in violation of the Act or any other applicable state or federal law.

Section 1204. Benefit of Bond Indenture. This Bond Indenture shall inure to the benefit of and shall be binding upon the City, the Bond Trustee, the Credit Bank and the Initial Purchaser, and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Bond Indenture, nothing in this Bond Indenture or in the Series 2010 Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under **Section 810** and the owners of Outstanding Series 2010 Bonds, any benefit or any legal or equitable right, remedy or claim under this Bond Indenture.

Section 1205. Severability. If any provision in this Bond Indenture or in the Series 2010 Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1206. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1207. Rights of Initial Purchaser. Notwithstanding anything in this Bond Indenture to the contrary, the Supplemental Agreement and the Initial Purchaser Security Documents may at any time be amended or modified by the written agreement of the Initial Purchaser and the Borrower, without the consent of the Bond Trustee or the City, provided that such amendment is promptly filed with the Bond Trustee and that such amendment does not result in a violation of the provisions of the Tax Exemption Agreement.

Notwithstanding anything contained herein to the contrary, any required consent of the Initial Purchaser as provided herein shall not be effective unless such consent is in writing and is duly signed by the Initial Purchaser, and then only to the extent specifically set forth therein. Furthermore, notwithstanding any other provision in this Bond Indenture to the contrary and for so long as the Initial Purchaser is the holder or beneficial owner of the Series 2010 Bonds, the Initial Purchaser has the right to undertake and enforce its rights and remedies under the Supplemental Agreement and the Initial Purchaser Security Documents without involvement of the Bond Trustee.

Section 1208. Execution in Counterparts. This Bond Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1209. Governing Law. This Bond Indenture shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the City and the Bond Trustee have caused this Bond Trust Indenture to be duly executed by their duly authorized officers, as of the day and year first above written.

**CITY OF PEKIN, TAZEWELL COUNTY,
ILLINOIS**

By: _____
Mayor

U.S. BANK NATIONAL ASSOCIATION,
as Bond Trustee

By: _____
Vice President

ATTEST:

By: _____
Assistant Vice President

ACCEPTANCE BY TENDER AGENT

U.S. BANK NATIONAL ASSOCIATION hereby accepts its appointment as Tender Agent under this Bond Indenture and agrees to perform the duties of the Tender Agent as set out in this Bond Indenture.

U.S. BANK NATIONAL ASSOCIATION,
As Tender Agent

By: _____
Vice President

ATTEST:

By: _____
Assistant Vice President

EXHIBIT A

TO BOND TRUST INDENTURE

(FORM OF BONDS ACCRUING INTEREST AT WEEKLY OR FIXED RATES)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. R-**

**Registered
\$**

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

**REVENUE REFUNDING BONDS, SERIES 2010
(PEKIN MEMORIAL HOSPITAL)**

Interest Rate

Maturity Date

Dated Date

CUSIP

August 15, 2023

Registered Owner:

**** CEDE & CO. ****

Principal Amount:

DOLLARS

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Indenture.

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, a municipality of the State of Illinois (the “City”), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the principal amount stated above on the Maturity Date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on

said principal amount at a [Weekly/Fixed] Rate set forth herein, and thereafter at the interest rates determined as herein provided (computed on the basis specified in the Bond Indenture) from the date of the Series 2010 Bonds (as defined herein) stated above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date as herein described, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond at the designated corporate trust office of **U.S. BANK NATIONAL ASSOCIATION**, in the City of Chicago, Illinois (the “Bond Trustee”). The interest payable on this Bond on any Interest Payment Date shall be paid by the Bond Trustee to the registered owner of this Bond appearing on the bond register maintained by the Bond Trustee at the close of business on the Regular Record Date for such interest, and shall be paid by (1) check or draft of the Bond Trustee mailed to such registered owner at his address as it appears on such bond register or at such other address furnished in writing by such registered owner to the Bond Trustee, or (2) with respect to Series 2010 Bonds accruing interest at Weekly Rates, and with respect to Series 2010 Bonds accruing interest at Fixed Rates if such Series 2010 Bonds are held by a Securities Depository, at the written request addressed to the Bond Trustee by any registered owner of Series 2010 Bonds in the aggregate principal amount of at least **\$100,000**, by electronic wire transfer in immediately available funds to the bank for credit to the ABA routing number and account number filed with the Bond Trustee no later than **10** Business Days before a payment date.

Authorization of Bonds. This Series 2010 Bond is one of a duly authorized series of bonds of the City designated “Revenue Refunding Series 2010 Bonds, Series 2010 (Pekin Memorial Hospital),” (the “Series 2010 Bonds”) in the aggregate principal amount of \$_____, issued pursuant to the authority of and in full compliance with the Constitution of the State of Illinois, including particularly Article VII, Section 6 of the Illinois Constitution and that certain Enabling Ordinance (as defined in the hereinafter defined Bond Indenture) adopted by the City, each as amended, and pursuant to proceedings duly held by the City. The Series 2010 Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Bond Trust Indenture, dated as of March 1, 2010 (said Bond Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Bond Indenture”), between the City and the Bond Trustee, for the purpose of making a loan to Pekin Memorial Hospital, a not for profit corporation (the “Borrower”), to provide funds for the purposes described in the Bond Indenture. The loan will be made pursuant to a Loan Agreement, dated as of March 1, 2010 (said Loan Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Loan Agreement”), between the City and the Borrower. Under the Bond Indenture, the City has pledged and assigned certain of its rights under the Loan Agreement, including the right to receive all Loan Payments thereunder, to the Bond Trustee as security for the Series 2010 Bonds. Reference is hereby made to the Bond Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Series 2010 Bonds, and the rights, duties and obligations of the City, the Bond Trustee and the registered owners of the Series 2010 Bonds, and a description of

the terms upon which the Series 2010 Bonds are issued and secured, upon which provision for payment of the Series 2010 Bonds or portions thereof and defeasance of the lien of the Bond Indenture with respect thereto may be made and upon which the Bond Indenture may be deemed satisfied and discharged prior to payment of the Series 2010 Bonds.

Interest Rate Provisions. The Series 2010 Bonds shall bear interest at a Weekly Rate, or Fixed Rate, determined as provided in the Bond Indenture, from their date or from the most recent Interest Payment Date to which interest has been paid or duly provided for; provided that in no event will the interest rate on any Series 2010 Bonds exceed the Maximum Rate. The Series 2010 Bonds may operate at any time in any one rate period, provided that all Series 2010 Bonds shall operate in the same rate period at any given time.

Interest shall be payable in arrears on each Interest Payment Date, commencing on the first Interest Payment Date. The amount of interest payable with respect to the Series 2010 Bonds on any Interest Payment Date shall be computed (1) during Weekly Rate Periods on the basis of a **365-** or **366-**day year for the number of days actually elapsed, based on the calendar year in which the Weekly Rate Period commences and (2) during Fixed Rate Periods, on the basis of a **360-**day year of **12 30-**day months.

With respect to Series 2010 Bonds accruing interest at a Weekly Rate, the Interest Rate for each rate period shall be determined by the Remarketing Agent as the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Series 2010 Bonds to have a market value as of the date of determination equal to the principal amount thereof, taking into account prevailing market conditions. Each interest rate in effect for the Series 2010 Bonds shall be available to owners on the date such interest rate is determined, by **5:00 p.m.**, eastern time, from the Remarketing Agent or the Tender Agent at their principal offices.

The Borrower may elect to convert the Series 2010 Bonds from one type of rate period to another as provided in the Bond Indenture. Pursuant to the Remarketing Agreement, the Borrower may delegate and assign to the Remarketing Agent (and may rescind such delegation and assignment) the Borrower's right to elect to convert the Series 2010 Bonds from one type of rate period to another (except to a Flex Private Placement Rate Period or a Fixed Rate Period), in which case the Remarketing Agent shall agree to carry out any such conversion in the manner and at the times specified in the Bond Indenture.

Redemption of Bonds Prior to Maturity. The Series 2010 Bonds are subject to redemption prior to the stated maturity, in accordance with the terms and provisions of the Bond Indenture, as follows:

Optional Redemption of Bonds in a Weekly Rate Period. Series 2010 Bonds which accrue interest at Weekly Rates are subject to redemption and payment prior to maturity, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, in whole or in part, in an amount evenly divisible by minimum authorized denominations on any date, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.

Optional Redemption of Bonds in a Fixed Rate Period. Series 2010 Bonds which accrue interest at Fixed Rates also are subject to redemption at any time in whole or in part in an amount evenly divisible by minimum authorized denominations, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, in accordance with an optional redemption schedule, including redemption dates and prices, determined in accordance with the terms of the Bond Indenture, plus interest accrued to the redemption date.

Extraordinary Optional Redemption. The Series 2010 Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the Borrower, on behalf of the City, which shall be exercised upon written direction from the Borrower, in whole or in part on any Business Day, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of certain extraordinary events specified in the Bond Indenture.

Mandatory Sinking Fund Redemption of Bonds. The Series 2010 Bonds are subject to mandatory redemption and payment prior to stated maturity pursuant to the mandatory redemption requirements of the Bond Indenture on **August 15** in each year, at **100%** of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth in the Bond Indenture.

Notice of Redemption. Unless waived by any owner of Series 2010 Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, at least **7** days prior to the redemption date for Series 2010 Bonds accruing interest at Weekly Rates, and at least **30** days prior to the redemption date for Series 2010 Bonds bearing interest at Fixed Rates, to each registered owner of the Series 2010 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such registered owner to the Bond Trustee. The failure of any owner of Series 2010 Bonds to receive notice given as provided herein, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2010 Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

So long as the Securities Depository is effecting book-entry transfers of the Series 2010 Bonds, the Bond Trustee shall provide the notices specified herein to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Bond Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Tender and Purchase of Bonds. The Series 2010 Bonds are subject to optional and mandatory tender for purchase, in accordance with the terms and provisions of the Bond Indenture, as follows:

Optional Tenders for Purchase. The owners of Series 2010 Bonds accruing interest at Weekly Rates may elect to have their Series 2010 Bonds (or portions thereof in authorized denominations) purchased, in accordance with the provisions of the Bond Indenture, at the minimum purchase price payable in immediately available funds on any Business Day upon Electronic Notice of tender given to the Tender Agent not later than **5:00 p.m.**, eastern time, on a Business Day not fewer than 7 days prior to the purchase date.

Each notice of tender:

- (a) shall be delivered to the Tender Agent and the Bond Trustee at its notice address and be in form satisfactory to the Tender Agent;
- (b) shall state (1) the principal amount of Series 2010 Bonds to which the notice relates, (2) that the owner irrevocably demands purchase of such Bond or a specified portion thereof, (3) the date on which such Bond or portion is to be purchased, and (4) payment instructions with respect to the purchase price; and
- (c) shall automatically constitute (1) an irrevocable offer to sell the Series 2010 Bonds (or portion thereof) to which the notice relates on the purchase date at the purchase price, (2) an irrevocable authorization and instruction to the Tender Agent and the Bond Trustee to effect transfer of such Bond (or portion thereof) upon payment of the purchase price to the Tender Agent on the purchase date, (3) an irrevocable authorization and instruction to the Tender Agent and the Bond Trustee to effect the exchange of the Bond to be purchased in whole or in part for other Series 2010 Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond (or portion thereof to be purchased), (4) an agreement of such owner to deliver such Bond, with all necessary endorsements for transfer and signature guarantees, to the Tender Agent at its designated payment office not later than **10:00 a.m.**, eastern time, on the purchase date, and (5) an acknowledgment that such owner will have no further rights with respect to such Bond (or portion thereof) upon payment of the purchase price thereof to the Tender Agent on the purchase date, except for the right of such owner to receive such purchase price upon delivery of such Bond to the Tender Agent, and that after the purchase date such owner will hold any undelivered certificate as agent for the Tender Agent. The determination of the Tender Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the owner.

Notwithstanding the foregoing, if the Series 2010 Bonds are held in a book-entry system, the right to optionally tender Series 2010 Bonds accruing interest at Weekly Rates may be exercised by a beneficial owner. Such right shall be exercised by delivery by the beneficial owner to the Remarketing Agent no later than the times specified above of the notice described above stating that such beneficial owner will cause its beneficial interest (or portion thereof in an authorized denomination) to be tendered, the amount of such interest to be tendered, the date on which such interest will be tendered and the identity of the Participant through which the beneficial owner maintains its interest. Upon delivery of such notice, the beneficial owner must make arrangements to have its

beneficial ownership interest in the Series 2010 Bonds being tendered transferred to the Tender Agent at or prior to **10:00 a.m.**, eastern time, on the purchase date.

Mandatory Tenders for Purchase. The Series 2010 Bonds are subject to mandatory tender for purchase at a purchase price equal to **100%** of the principal amount of such Series 2010 Bonds, plus accrued interest, if any:

- (a) *Mandatory Tender Upon Conversions between Rate Periods.* Series 2010 Bonds to be converted from one type of Rate Period to a different type of Rate Period are subject to mandatory tender for purchase on the Conversion Date.
- (b) *Mandatory Tender Upon Expiration or Termination of the Letter of Credit.* The Series 2010 Bonds (except when bearing interest at a Flex Private Placement Rate or a Fixed Rate) will be subject to mandatory tender on the **5th** Business Day prior to the scheduled expiration or termination of coverage of any Letter of Credit then in effect with respect to the Series 2010 Bonds if the Bond Trustee has not received evidence by the **30th** day preceding the scheduled expiration or termination date of such coverage of either an extension of the then existing Letter of Credit with respect to the Series 2010 Bonds or the issuance of an Alternate Letter of Credit with respect to the Series 2010 Bonds meeting the requirements therefor set forth in this Bond Indenture. The existing Letter of Credit will be used to provide funds for such purchase and the Bond Trustee shall not surrender the existing Letter of Credit until the purchase of the Series 2010 Bonds has been effected pursuant to this subsection.
- (c) *Mandatory Tender Upon Substitution of Alternate Letter of Credit.* The Series 2010 Bonds will be subject to mandatory tender for purchase on the date of substitution of an Alternate Letter of Credit for the then existing Letter of Credit. If a purchase of Series 2010 Bonds is effected pursuant to this subsection, the existing Letter of Credit, if necessary, will be used to provide funds for such purchase, rather than the Alternate Letter of Credit, and the Bond Trustee shall not surrender the existing Letter of Credit until the purchase of the Series 2010 Bonds has been effected pursuant to this subsection.
- (d) *Mandatory Tender Upon Event of Default Under Credit Agreement.* The Series 2010 Bonds will be subject to mandatory tender for purchase on the **7th** day (or if such day is not a Business Day, the **1st** Business Day preceding such day) following receipt by the Bond Trustee written notice from the Credit Bank, as provided in the Credit Agreement, stating that an Event of Default (including nonreinstatement of interest coverage under the Letter of Credit) has occurred and is continuing under the Credit Agreement directing the Bond Trustee to give notice that all of the Series 2010 Bonds Outstanding will be deemed tendered for purchase and, if applicable, directing the Bond Trustee to draw on the Letter of Credit to pay the purchase price of such Series 2010 Bonds on the mandatory tender date.

Book-Entry System. The Series 2010 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Indenture. One bond certificate with respect to each date on which the Series 2010 Bonds are stated to mature or with respect to each form of Series 2010 Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Series 2010 Bonds by the Securities Depository's Participants, beneficial ownership of the Series 2010 Bonds in authorized denominations being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository and its Participants pursuant to rules and procedures established by the Securities Depository and its Participants. The City and the Bond Trustee will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal of, and redemption premium, if any, and interest on, this Bond, (b) notices, and (c) voting. Transfer of principal, interest and any redemption premium payments to Participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Series 2010 Bonds by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. The City and the Bond Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its Participants or persons acting through such Participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the City, the Bond Trustee and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Indenture, only upon the bond register maintained by the Bond Trustee at the above-mentioned office of the Bond Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Series 2010 Bond together with a written instrument of transfer satisfactory to the Bond Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Series 2010 Bond or Series 2010 Bonds of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Indenture, and upon payment of the charges therein prescribed. The City, the Bond Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the bond register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2010 Bonds are issuable in the form of fully registered Series 2010 Bonds without coupons. The Series 2010 Bonds, when bearing interest at a Weekly Rate, shall be in the denomination of \$100,000 or any integral multiple of \$5,000 in excess thereof. The Series 2010 Bonds, when bearing interest at a Fixed Rate shall be in the denomination of \$5,000 or any integral multiple thereof.

Limitation on Rights. The registered owner of this Series 2010 Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all the Series 2010 Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Series 2010 Bonds or the Bond Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Bond Indenture.

Limited Obligations. The Series 2010 Bonds have been issued pursuant to the Constitution and the Enabling Ordinance. The Series 2010 Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Loan Payments and other payments derived by the City under the Loan Agreement (except for fees and expenses payable to the City and the City's right to indemnification as set forth in the Loan Agreement), and from amounts drawn under the Letter of Credit and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Bond Trustee and in favor of the owners of the Series 2010 Bonds, as provided in the Bond Indenture. No holder of any Series 2010 Bonds has the right to compel any exercise of the taxing power of the City to make any payment with respect to the principal of and interest on the Series 2010 Bonds. The Series 2010 Bonds and interest thereon shall not be deemed to constitute an indebtedness or a loan of the credit of the State of Illinois, County of Tazewell or of any political subdivision thereof within the meaning of any state constitutional provision or statutory law but shall be payable solely from the funds provided for in the Loan Agreement and in the Bond Indenture. The issuance of the Series 2010 Bonds shall not, directly, indirectly or contingently, obligate the State of Illinois, County of Tazewell or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Authentication. This Series 2010 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the Certificate of Authentication hereon shall have been executed by the Bond Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Indenture and the issuance of this Series 2010 Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CITY OF PEKIN, TAZEVELL COUNTY, ILLINOIS has caused this Series 2010 Bond to be executed in its name by the manual or facsimile signature of its Mayor, all as of the Date of the Series 2010 Bonds specified above.

**CITY OF PEKIN, TAZEVELL COUNTY,
ILLINOIS**

By: _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2010 Bonds described in the within mentioned Bond Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
Bond Trustee

By: _____
Title: Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer
Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Borrower as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

LETTER OF CREDIT

The Series 2010 Bonds are secured by an irrevocable direct-pay letter of credit (the "Letter of Credit") of _____ (the "Credit Bank"), [**national banking association**][**state banking corporation**], issued and delivered to the Bond Trustee, which Letter of Credit will expire (unless earlier terminated or extended in accordance with its terms) at the close of the Credit Bank's business on _____, 20___. The Bond Trustee shall draw moneys under the Letter of Credit in accordance with the terms thereof to pay that portion of the principal of and interest on the Series 2010 Bonds which is then due at the stated maturity thereof or upon acceleration.

**EXHIBIT B
TO BOND TRUST INDENTURE**

**(FORM OF BONDS ACCRUING INTEREST AT
FLEX PRIVATE PLACEMENT RATES)**

**UNITED STATES OF AMERICA
STATE OF ILLINOIS**

**Registered
No. R-**

\$

**CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
REVENUE REFUNDING BONDS, SERIES 2010
(PEKIN MEMORIAL HOSPITAL)**

Interest Rate

**Maturity Date
August 15, 20__**

**Dated Date
March __, 2010**

Registered Owner: U.S. BANK NATIONAL ASSOCIATION

Principal Amount: _____ **DOLLARS**

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Indenture.

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, a municipality of the State of Illinois (the "City"), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the principal amount stated above on the Maturity Date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at a Flex Private Placement Rate set forth herein, and thereafter at the interest rates determined as herein provided (computed on the basis specified in the Bond Indenture) from the date of the Series 2010 Bonds stated above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date as herein described, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Series 2010 Bond shall be payable by check or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond

at the designated corporate trust office of **U.S. BANK NATIONAL ASSOCIATION**, in the City of Chicago, Illinois (the “Bond Trustee”). The interest payable on this Bond on any Interest Payment Date shall be paid by the Bond Trustee to the registered owner of this Bond appearing on the bond register maintained by the Bond Trustee at the close of business on the Regular Record Date for such interest, and shall be paid by (1) check or draft of the Bond Trustee mailed to such registered owner at his address as it appears on such bond register or at such other address furnished in writing by such registered owner to the Bond Trustee, or (2) at the written request addressed to the Bond Trustee by any registered owner of Series 2010 Bonds in the aggregate principal amount of at least **\$100,000**, by electronic wire transfer in immediately available funds to the bank for credit to the ABA routing number and account number filed with the Bond Trustee no later than **10 Business Days** before a payment date.

Notwithstanding the foregoing paragraph, while the Series 2010 Bonds bear interest at the Flex Private Placement Rate and are held by the Initial Purchaser (as defined in the Bond Indenture), payments of the principal of and interest on the Series 2010 Bonds shall be paid directly by the Borrower, as hereinafter defined, to the Initial Purchaser, as provided in the Bond Indenture.

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the City designated “Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital)” (the “Series 2010 Bonds”) in the aggregate principal amount of \$_____, issued pursuant to the authority of and in full compliance with the Constitution of the State of Illinois, including particularly Article VII, Section 6 of the Illinois Constitution and that certain Enabling Ordinance (as defined in the hereinafter defined Bond Indenture) adopted by the City, each as amended, and pursuant to proceedings duly held by the City. The Series 2010 Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Bond Trust Indenture, dated as of March 1, 2010 (said Bond Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Bond Indenture”), between the City and the Bond Trustee, for the purpose of making a loan to Pekin Memorial Hospital, a not for profit corporation (the “Borrower”), to provide funds for the purposes described in the Bond Indenture. The loan will be made pursuant to a Loan Agreement, dated as of March 1, 2010 (said Loan Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Loan Agreement”), between the City and the Borrower. Under the Bond Indenture, the City has pledged and assigned certain of its rights under the Loan Agreement, including the right to receive all Loan Payments thereunder, to the Bond Trustee as security for the Series 2010 Bonds. Reference is hereby made to the Bond Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Series 2010 Bonds, and the rights, duties and obligations of the City, the Bond Trustee and the registered owners of the Series 2010 Bonds, and a description of the terms upon which the Series 2010 Bonds are issued and secured, upon which provision for payment of the Series 2010 Bonds or portions thereof and defeasance of the lien of the Bond Indenture with respect thereto may be made and upon which the Bond Indenture may be deemed satisfied and discharged prior to payment of the Series 2010 Bonds.

Interest Rate Provisions. The Series 2010 Bonds shall bear interest at a Flex Private Placement Rate determined as provided in the Bond Indenture, from their date or from the most

recent Interest Payment Date to which interest has been paid or duly provided for; provided that in no event will the interest rate on any Series 2010 Bonds exceed the Maximum Rate. The Series 2010 Bonds may operate at any time in any one rate period, provided that all Series 2010 Bonds shall operate in the same rate period at any given time.

Interest shall be payable in arrears on each Interest Payment Date, commencing on the first Interest Payment Date. The amount of interest payable with respect to any Series 2010 Bonds on any Interest Payment Date shall be computed on the basis of a year of 360 days and the actual number of days elapsed.

No later than **10:00 a.m.**, eastern time, on the commencement date of the new Flex Private Placement Rate Period, and if such day is not a Business Day, the immediately preceding Business Day, the Initial Purchaser shall notify the Borrower and the Bond Trustee of the new Flex Private Placement Rate.

The Borrower may elect to convert the Series 2010 Bonds from one type of rate period to another as provided in the Bond Indenture.

Redemption of Bonds Prior to Maturity. The Series 2010 Bonds are subject to redemption prior to the stated maturity, in accordance with the terms and provisions of the Bond Indenture, as follows:

- (1) Series 2010 Bonds which accrue interest at a Flex Private Placement Floating Rate, as defined in **Section 202(c)(2)** of the Bond Indenture, are subject to redemption and payment prior to maturity, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, in whole or in part, in an amount evenly divisible by minimum authorized denominations, on any Business Day, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.
- (2) Series 2010 Bonds which accrue interest at a Flex Private Placement Fixed Term Rate, as defined in **Section 202(c)(2)** of the Bond Indenture, are subject to redemption and payment prior to maturity, at the option of the Borrower, on behalf of the City, which shall be exercised upon the written direction of the Borrower, in whole or in part, in an amount evenly divisible by minimum authorized denominations, on any Business Day, at a redemption price equal to **100%** of the principal amount redeemed, plus interest accrued to the redemption date.

Extraordinary Optional Redemption. The Series 2010 Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the Borrower, on behalf of the City, which shall be exercised upon written direction from the Borrower, in whole or in part on any Business Day, at a redemption price equal to **100%** of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium, upon the occurrence of any of certain extraordinary events specified in the Bond Indenture.

Mandatory Sinking Fund Redemption of Bonds. The Series 2010 Bonds are subject to mandatory redemption and payment prior to stated maturity pursuant to the mandatory redemption requirements of the Bond Indenture on August 15 in each year, at **100%** of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth in the Bond Indenture.

Notice of Redemption. Unless waived by any owner of Series 2010 Bonds to be redeemed, official notice of any such redemption shall be given by the Borrower directly to the Initial Purchaser by mailing a copy of an official redemption notice by first class mail, at least 7 days prior to the redemption date (unless a shorter notice of redemption shall be satisfactory to the Initial Purchaser), to the Initial Purchaser. The failure of any owner of Series 2010 Bonds to receive notice given as provided herein, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2010 Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

Mandatory Tender Upon Conversions between Rate Periods and at End of Each Flex Private Placement Rate Period. Series 2010 Bonds to be converted from one type of Rate Period to a different type of Rate Period are subject to mandatory tender for purchase on the Conversion Date and the Series 2010 Bonds are subject to mandatory tender for purchase on the date following the last day of each Flex Private Placement Rate Period, in accordance with the terms and provisions of the Bond Indenture.

Mandatory Tender Upon Event of Default Under Supplemental Agreement. The Series 2010 Bonds will be subject to mandatory tender for purchase on the 7th day (or if such day is not a Business Day, the 1st Business Day preceding such day) following receipt by the Bond Trustee of written notice from the Initial Purchaser, as provided in the Supplemental Agreement (as defined in the Bond Indenture), stating that an Event of Default has occurred and is continuing under the Supplemental Agreement and directing the Bond Trustee to give notice that all of the Series 2010 Bonds Outstanding will be deemed tendered for purchase.

Transfer and Exchange. This Bond may be transferred or exchanged, as provided in the Bond Indenture, only upon the bond register maintained by the Bond Trustee at the above-mentioned office of the Bond Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Series 2010 Bond or Series 2010 Bonds of the same series and maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Bond Indenture, and upon payment of the charges therein prescribed. The City, the Bond Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the bond register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Series 2010 Bonds are issuable in the form of fully registered Series 2010 Bonds without coupons. The Series 2010 Bonds shall be in the denomination of **\$100,000** or any integral multiple of **\$5,000** in excess thereof.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Bond Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Bond Indenture, the principal of all the Series 2010 Bonds issued under the Bond Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Series 2010 Bonds or the Bond Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Bond Indenture.

Limited Obligations. The Series 2010 Bonds have been issued pursuant to the Constitution and the Enabling Ordinance. The Series 2010 Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Loan Payments and other payments derived by the City under the Loan Agreement (except for fees and expenses payable to the City and the City's right to indemnification as set forth in the Loan Agreement), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Bond Trustee and in favor of the owners of the Series 2010 Bonds, as provided in the Bond Indenture. No holder of any Series 2010 Bonds has the right to compel any exercise of the taxing power of the City to make any payment with respect to the principal of and interest on the Series 2010 Bonds. The Series 2010 Bonds and interest thereon shall not be deemed to constitute an indebtedness or a loan of the credit of the State of Illinois, County of Tazewell or of any political subdivision thereof within the meaning of any state constitutional provision or statutory law but shall be payable solely from the funds provided for in the Loan Agreement and in the Bond Indenture. The issuance of the Series 2010 Bonds shall not, directly, indirectly or contingently, obligate the State of Illinois, County of Tazewell or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Indenture until the Certificate of Authentication hereon shall have been executed by the Bond Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Bond Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS has caused this Series 2010 Bond to be executed in its name by the manual or facsimile signature of its Mayor, all as of the date of the Series 2010 Bonds specified above.

**CITY OF PEKIN, TAZEWELL COUNTY,
ILLINOIS**

By: _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2010 Bonds described in the within mentioned Bond Indenture.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION,
Bond Trustee

By: _____
Title: Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name, Address and Social Security Number or Taxpayer
Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____, _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Borrower as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____

Title: _____

LOAN AGREEMENT

DATED AS OF MARCH 1, 2010

by and between

PEKIN MEMORIAL HOSPITAL

and

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

\$ _____
Revenue Refunding Bonds, Series 2010
(Pekin Memorial Hospital)

The rights, title and interest of the City of Pekin, Tazewell County, Illinois in this Loan Agreement (with certain exceptions) have been pledged and assigned to U. S. Bank National Association, as Bond Trustee under a Bond Trust Indenture dated as of March 1, 2010, between the City and the Bond Trustee.

This instrument was prepared by:

John F. Bibby
Latrice M. Phillips
Jones Day
77 West Wacker Drive
Chicago, Illinois 60601

TABLE OF CONTENTS

	Page
PARTIES	1
RECITALS	1
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
Section 1.1. Definitions of Words and Terms.....	2
Section 1.2. Rules of Construction	2
ARTICLE II REPRESENTATIONS.....	3
Section 2.1. Representations by the City	3
Section 2.2. Representations by the Borrower.....	3
Section 2.3. Survival of Representations	5
ARTICLE III THE LOAN.....	5
Section 3.1. Loan of Funds to the Borrower	5
Section 3.2. Use of Proceeds.....	5
ARTICLE IV PAYMENT PROVISIONS.....	5
Section 4.1. Loan Payments.....	6
Section 4.2. Credits on Loan Payments	7
Section 4.3. Additional Payments	7
Section 4.4. Prepayment of the Loan.....	9
Section 4.5. Obligations Absolute and Unconditional.....	10
Section 4.6. Assignment of the City's Rights	10
ARTICLE V LETTER OF CREDIT	11
Section 5.1. The Letter of Credit	11
Section 5.2. Rights of Credit Bank	11
ARTICLE VI GENERAL COVENANTS AND PROVISIONS	11
Section 6.1. Corporate Existence and Tax-Exempt Status	11
Section 6.2. Maintenance and Use of Property	12
Section 6.3. Compliance with Laws and Regulations.....	12
Section 6.4. Payment of Taxes and Other Charges.....	13
Section 6.5. Licenses and Permits.....	13
Section 6.6. Indemnity	13
Section 6.7. Insurance	14
Section 6.8. Permitted Indebtedness	14
Section 6.9. Financial Statements and Other Information	14
Section 6.10. Sale, Lease or Other Disposition of Property	14
Section 6.11. Consolidation, Merger, Conveyance or Transfer of Property.....	15
Section 6.12. Continuing Disclosure	16
Section 6.13. Tax Covenants	16
Section 6.14. Assignment by the Borrower	16

TABLE OF CONTENTS

(continued)

	Page
Section 6.15. Statement as to Compliance.....	17
ARTICLE VII DEFAULT AND REMEDIES	17
Section 7.1. Events of Default	17
Section 7.2. Acceleration of Maturity; Rescission and Annulment.....	19
Section 7.3. Exercise of Remedies by the Bond Trustee	19
Section 7.4. Application of Moneys Collected	20
Section 7.5. Rights and Remedies Cumulative	21
Section 7.6. Delay or Omission Not Waiver.....	21
Section 7.7. Waiver of Past Defaults	21
Section 7.8. Advances by Bond Trustee	21
ARTICLE VIII SUPPLEMENTAL LOAN AGREEMENTS.....	21
Section 8.1. Supplemental Loan Agreements Without Consent of Bond owners	21
Section 8.2. Supplemental Loan Agreements with Consent of Bond owners	22
Section 8.3. Execution of Supplemental Loan Agreements	23
Section 8.4. Effect of Supplemental Loan Agreements.....	23
Section 8.5. Reference in Bonds to Supplemental Loan Agreements	23
ARTICLE IX TERM AND TERMINATION OF LOAN AGREEMENT	23
Section 9.1. Term of Loan Agreement.....	23
Section 9.2. Termination and Discharge of Loan Agreement	23
ARTICLE X MISCELLANEOUS PROVISIONS	24
Section 10.1. Covenants under Transaction Documents	24
Section 10.2. Further Assurances.....	24
Section 10.3. Payments Due on Saturdays, Sundays and Holidays.....	24
Section 10.4. Notices	25
Section 10.5. Limitation of City’s Liability.....	25
Section 10.6. Immunity of Officers, Employees and Members of the City and the Borrower	26
Section 10.7. No Violations of Law.....	26
Section 10.8. Benefit of Loan Agreement	26
Section 10.9. Severability	26
Section 10.10. Electronic Transactions.....	26
Section 10.11. Counterparts.....	27
Section 10.12. Governing Law	27
SIGNATURES.....	S-1

* * *

LOAN AGREEMENT

THIS LOAN AGREEMENT (the “Loan Agreement”), dated as of **March 1, 2010**, between the **City of Pekin, Tazewell County, Illinois**, a municipality of the State of Illinois (the “City”), and **Pekin Memorial Hospital**, a not for profit corporation organized and existing under the laws of the State of Illinois (the “Borrower”);

RECITALS

1. The City is authorized under its home rule powers pursuant to Article VII, Section 6 of the Illinois Constitution (the “Constitution”) and Ordinance No. 1197, as amended (the “Enabling Ordinance”) adopted by the City, among other things, to issue bonds to finance the cost of any economic development project in order to relieve conditions of unemployment and to encourage the development of the City and to provide for the increased welfare and prosperity of the residents of the City; and

2. Pursuant to the City’s home rule powers under the Constitution and the Enabling Ordinance and at the request of the Borrower, the City will issue \$_____ principal amount of **Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital)** (the “Series 2010” or “Bonds”), under a Bond Trust Indenture dated as of March 1, 2010 (the “Bond Indenture”) between the City and U. S. Bank National Association, as Bond Trustee (the “Bond Trustee”), for the purpose of making a loan of the proceeds, together with certain other moneys, to (i) currently refund the outstanding portion of the: (a) \$14,430,000 Illinois Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital) (the “Series 1993B Bonds”), (b) \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital) (the “Series 1993C Bonds”), and (c) \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital) (the “Series 1997 Bonds” and, together with the Series 1993B Bonds and the Series 1993C Bonds, the “Prior Bonds”) and (ii) pay certain expenses incurred in connection with the issuance of the Series 2010 Bonds and the refunding of the Prior Bonds; and

3. The City and the Borrower are entering into this Loan Agreement to provide for the loan of the proceeds of the Series 2010 Bonds by the City to the Borrower, and the repayment of the Loan by the Borrower.

4. In order to provide security for the repayment of the Series 2010 Bonds, the Borrower is concurrently with the delivery hereof issuing to the City its Direct Note Obligation, Series 2010 (City of Pekin, Tazewell County, Illinois) (the “Series 2010 Obligation”), in the principal amount of \$_____ issued under and pursuant to the Master Indenture (as defined in the Bond Indenture), to be repaid in the manner and amounts together with interest thereon as set forth in and to be otherwise substantially in the form attached to the Master Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements set forth in this Loan Agreement, the City and the Borrower covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. For all purposes of this Loan Agreement, except as otherwise provided or unless the context otherwise requires, words and terms used in this Loan Agreement have the same meanings as set forth in **Section 101** of the Bond Indenture.

Section 1.2. Rules of Construction. For all purposes of this Loan Agreement, except as otherwise provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Loan Agreement:

- (a) The defined terms referred to in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein or in the Bond Indenture shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (g) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.
- (h) At any time when there is no Letter of Credit in effect and there are no amounts due to the Credit Bank under the Credit Agreement, references in this Loan Agreement to the Credit Bank and the Letter of Credit shall be ineffective.
- (i) At any time that no Letter of Credit is in effect, references herein to deposits of Eligible Moneys shall be of no effect unless the context indicates otherwise, and instead deposits of Non-Eligible Moneys will be sufficient.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City represents and warrants to the Borrower and the Bond Trustee as follows:

- (a) *Organization and Authority.* The City (1) is a municipality and home rule unit of local government validly existing under the laws of the State of Illinois, and (2) has lawful power and authority to issue the Series 2010 Bonds for the purposes set forth in the Bond Indenture, to enter into, execute and deliver this Loan Agreement, the Bond Indenture and the other Transaction Documents required to be executed and delivered by the City in connection with the issuance of the Series 2010 Bonds and to carry out its obligations hereunder and thereunder, and (3) by all necessary corporate action has been duly authorized to execute and deliver this Loan Agreement, the Bond Indenture and the other Transaction Documents required to be executed and delivered by it in connection with the issuance of the Series 2010 Bonds, acting by and through its duly authorized officers.
- (b) *No Defaults or Violations of Law.* The execution and delivery of this Loan Agreement, the Bond Indenture, and any other Transaction Documents by the City will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the constitutional or statutory rules or regulations applicable to the City or its property.

Section 2.2. Representations by the Borrower. The Borrower represents and warrants to the City and the Bond Trustee as follows:

- (a) *Organization, Tax-Exempt Status and Authority.* The Borrower (1) is a private not for profit corporation duly organized and validly existing under the laws of the State of Illinois not operated for private or corporate profit, (2) is a Tax-Exempt Organization, (3) has not declared and has not been determined to have any “unrelated business taxable income” as defined in Section 512 of the Internal Revenue Code which could have a material adverse effect on its status as a Tax-Exempt Organization or which, if such income were subject to federal income taxation, could have a material adverse effect on the condition, financial or otherwise, of the Borrower, (4) has lawful power and authority to enter into, execute and deliver this Loan Agreement and any other Transaction Documents required to be executed and delivered by it in connection with the issuance of the Series 2010 Bonds and to carry out its obligations hereunder and thereunder, and (5) by all necessary corporate action has been duly authorized to execute and deliver this Loan Agreement and other required Transaction Documents to which it is a party, acting by and through its duly authorized officers.

- (b) *No Defaults or Violations of Law.* The execution and delivery by the Borrower of this Loan Agreement and other Transaction Documents to which it is a party will not conflict with or result in a breach of any of the terms of, or constitute a material default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the Borrower is a party or by which it or any of its property is bound or its articles of incorporation, bylaws, or any of the rules or regulations applicable to the Borrower or its property of any governmental body.
- (c) *Licenses, Permits and Approvals.* The Borrower is duly authorized and has all material licenses and permits necessary to occupy and operate its facilities under the laws, rulings, regulations and ordinances of the State of Illinois and the departments, agencies and political subdivisions thereof, and the Borrower has obtained all requisite approvals of federal, state, regional and local governmental bodies necessary or required to be obtained by the Closing Date for the acquisition, construction, equipping and operation of its facilities except for those approvals the failure of which to obtain will not have a material adverse effect on the Borrower. The Borrower's facilities are in all material respects in compliance with all applicable federal, state and local zoning, subdivision, environmental, pollution control and other laws and regulations.
- (d) *Pending Litigation.* No litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened against the Borrower, except litigation involving claims, the probable recoveries in which and the estimated costs and expenses of defense of which, based upon the advice of litigation counsel to the Borrower, will (1) be entirely within the Borrower's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Borrower's applicable self-insurance program, or (2) if adversely determined will not materially and adversely affect the financial condition or operations of the Borrower. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened against the Borrower seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bond Indenture, the Series 2010 Bonds, this Loan Agreement or any other required Transaction Documents by the City, or this Loan Agreement or any other required Transaction Documents by the Borrower, or which would in any manner challenge or adversely affect the corporate existence or powers of the Borrower to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Borrower of the terms and provisions of this Loan Agreement or any other Transaction Documents to which it is a party.
- (e) *Financial Statements.* The audited financial statements for the fiscal years ended April 30, 2008 and 2009, and the unaudited financial statements for the seven-month periods ended November 30, 2008 and 2009, of the Borrower provided to the Initial Purchaser, correctly and fairly present the financial condition of the Borrower as of the dates and for the periods stated therein in all material respects, and the results of the operations of the Borrower for each of such periods,

respectively, all in accordance with generally accepted accounting principles except as stated in the notes thereto or otherwise as previously disclosed in writing to the Initial Purchaser, and there has been no material adverse change in the condition, financial or otherwise, of the Borrower from that set forth in said financial statements.

- (f) *Full Disclosure.* The financial statements referred to in paragraph (e) of this Section do not, nor do the representations and warranties of the Borrower in this Loan Agreement or in any other Transaction Documents to which the Borrower is a party or any written statement furnished by the Borrower to the City and the Initial Purchaser, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact of particular application to the Borrower which the Borrower has not disclosed to the City and the Initial Purchaser in writing which materially affects adversely or, so far as the Borrower can now foresee, will materially affect adversely the financial condition of the Borrower, its status as a Tax-Exempt Organization, its ability to own and operate its properties or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

Section 2.3. Survival of Representations. All representations of the City and the Borrower contained in this Loan Agreement or in any certificate or other instrument delivered by the City and the Borrower pursuant to this Loan Agreement, the Bond Indenture, or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Series 2010 Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

THE LOAN

Section 3.1. Loan of Funds to the Borrower. The City shall make the Loan to the Borrower, using the proceeds of the sale of the Series 2010 Bonds, and the Borrower shall receive such Loan from the City, for the purposes and upon the terms and conditions provided in this Loan Agreement and in the Bond Indenture.

Section 3.2. Use of Proceeds. The proceeds of the Series 2010 Bonds loaned to the Borrower shall be deposited with the Bond Trustee and shall be administered, disbursed and applied for the purposes and in the manner as provided in the Bond Indenture and in this Loan Agreement.

ARTICLE IV

PAYMENT PROVISIONS

Section 4.1. Loan Payments. During the period that the Series 2010 Bonds bear interest at the Flex Private Placement Rate and are held by the Initial Purchaser, all payments (“Loan Payments”) of principal and any interest on any Bond registered in the name of the Initial Purchaser shall be made to the Initial Purchaser directly by the Borrower.

During the period that the Series 2010 Bonds bear interest at the Weekly Rate or Fixed Rate, the Borrower shall make the following Loan Payments in repayment of the loan of proceeds of Bonds to the Borrower and to provide for payment of the interest on and principal of, and redemption premium, if any, on the Series 2010 Bonds, directly to the Bond Trustee, for the account of the City, for deposit in the Debt Service Fund, on the following dates, and otherwise as set out below:

- (a) *Debt Service Fund-Interest:* On or before **11:00 a.m.**, eastern time, on the Business Day prior to each Interest Payment Date on the Series 2010 Bonds, when bearing interest at a Weekly Rate or Fixed Rate, an amount which is not less than the interest to become due on such Interest Payment Date; provided, however that the Borrower may be entitled to certain credits on such payments as permitted under **Section 4.2** of this Loan Agreement.
- (b) *Debt Service Fund-Principal:* On or before **11:00 a.m.**, eastern time, on the Business Day prior to each principal payment date on the Series 2010 Bonds, when bearing interest at a Weekly Rate or Fixed Rate, an amount which is not less than the next installment of principal due on the Series 2010 Bonds on the next principal payment date by maturity or mandatory sinking fund redemption; provided, however, that the Borrower may be entitled to certain credits on such payments as permitted under **Section 4.2** of this Loan Agreement.
- (c) *Debt Service Fund-Redemption:* On or before the date required by this Loan Agreement or the Bond Indenture, the amount of any net proceeds of insurance or other moneys received which by the Borrower is intended or required to redeem Bonds then Outstanding if the Borrower exercises its right to redeem Bonds under any provision of the Bond Indenture or if any Bonds are required to be redeemed (other than pursuant to mandatory sinking fund redemption provisions) under any provision of the Bond Indenture.

Notwithstanding any schedule of payments upon the Loan set forth in this Loan Agreement, the Borrower shall make payments upon the Loan and shall be liable therefor at the times and in the amounts (including interest, principal, and redemption premium, if any) equal to the amounts to be paid as interest, principal and redemption premium, if any, whether at maturity or by optional or mandatory redemption upon all Bonds from time to time Outstanding under the Bond Indenture.

Unpaid Loan Payments shall bear interest at the applicable rate of interest on the Series 2010 Bonds. Any interest charged and collected on an unpaid Loan Payment shall be deposited to the credit of the Debt Service Fund, when Bonds bear interest at a Weekly Rate or Fixed Rate or credited against the Loan Payments by the Initial Purchaser during a Flex Private Placement

Rate Period, and applied to pay interest on overdue amounts in accordance with the Bond Indenture.

Section 4.2. Credits on Loan Payments. Notwithstanding any provision contained in this Loan Agreement or in the Bond Indenture to the contrary, in addition to any credits on the Loan and the Series 2010 Obligation resulting from the payment or prepayment of Loan Payments from other sources:

- (a) any moneys deposited by the Bond Trustee or the Borrower in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of the Series 2010 Bonds and any initial deposit made from the proceeds of the sale of the Series 2010 Bonds) shall be credited against the obligation of the Borrower to pay interest on the Loan and the Series 2010 Obligation as the same becomes due;
- (b) any moneys deposited by the Bond Trustee or the Borrower in the Debt Service Fund as principal shall be credited against the obligation of the Borrower to pay the principal of the Loan and the Series 2010 Obligation as the same becomes due in the order of maturity thereof, except that prepayments for purposes of making an optional deposit into the Debt Service Fund for the redemption of Bonds shall be applied to the maturities of principal of the Loan and the Series 2010 Obligation corresponding to the maturities of the Series 2010 Bonds to be redeemed or purchased, delivered and cancelled from the proceeds of such optional deposit;
- (c) the principal amount of Bonds and maturity purchased by the Borrower and delivered to the Bond Trustee, or purchased by the Bond Trustee and cancelled, in accordance with the Bond Indenture shall be credited against the obligation of the Borrower to pay principal on the Loan and the Series 2010 Obligation related to such Bonds so purchased; provided, however, that deposit of a Bond of one maturity may not be credited against a payment which would be used, in the normal course, to retire a Bond of another maturity; and
- (d) the investment income accruing to the Debt Service Fund and the amount of any moneys transferred by the Bond Trustee from any other fund held under the Bond Indenture and deposited in the Debt Service Fund as interest or principal shall be credited against the obligation of the Borrower to pay interest or principal, as the case may be, on the Loan and the Series 2010 Obligation as the same become due.

Section 4.3. Additional Payments. The Borrower shall make the following additional payments to the following Persons:

- (a) *City Fees.* The Borrower shall pay to the City upon demand, its regular fees and charges and all reasonable expenses, including attorneys fees and financial advisor fees, incurred by the City in relation to the Series 2010 Bonds and the transactions contemplated by this Loan Agreement, the Bond Indenture and any of the Transaction Documents.

- (b) *Bond Trustee Fees and Professional Fees.* The Borrower shall pay to the Bond Trustee and any Paying Agent, Dissemination Agent, Tender Agent, Remarketing Agent, authenticating agents, registrars, counsel, accountants, engineers and other Persons when due, all reasonable fees, charges and expenses of such Persons for services rendered under the Bond Indenture and under any of the Transaction Documents and reasonable expenses incurred in the performance of such services under the Bond Indenture and any of the Transaction Documents for which such Persons are entitled to payment or reimbursement, including reasonable expenses of compliance with the Tax Exemption Agreement and the Continuing Disclosure Agreement, if any.
- (c) *Arbitrage Rebate Payments.* The Borrower shall pay to the United States Government or the Bond Trustee, all rebate payments required under Section 148(f) of the Internal Revenue Code, to the extent such amounts are not available to the Bond Trustee in the Rebate Fund held under the Bond Indenture as required by the Tax Exemption Agreement.
- (d) *Payments Under the Credit Agreement.* The Borrower shall pay to the Credit Bank, if any, the amounts paid by the Credit Bank under the Letter of Credit and other amounts owing to the Credit Bank under the Credit Agreement.
- (e) *Purchase Price of Tendered Bonds.* The Borrower shall pay to the Tender Agent, at the times and in the amounts and manner therein specified, an amount equal to the amount required in order to purchase any Bonds tendered for purchase pursuant to the Bond Indenture; provided, however, that the amount required to be paid under this paragraph shall be reduced by an amount equal to the sum of the amounts made available for such purpose from the proceeds of the remarketing of such Bonds by the Remarketing Agent or through payments by the Credit Bank under the Credit Agreement, all as contemplated by **Section 308** of the Bond Indenture. Except when the Series 2010 Bonds bear interest at a Flex Private Placement Rate or Fixed Rate, the Borrower authorizes and directs the Tender Agent to demand money under the Letter of Credit in accordance with the provisions of the Credit Agreement and the Bond Indenture to the extent necessary for the purchase of Bonds pursuant to the Bond Indenture. The Borrower authorizes and directs the Tender Agent to apply the payments made by the Borrower under this paragraph to the payment of the purchase price of Bonds.
- (f) *Costs of Enforcement.* In the event the Borrower defaults under any of the provisions of this Loan Agreement and the Bond Trustee employs attorneys or incurs other expenses for the collection of required payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained in this Loan Agreement, the Borrower on demand therefor shall pay to the Bond Trustee the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Bond Trustee. The Borrower also shall pay, and shall indemnify the City and the Bond Trustee from and against, all costs, reasonable expenses and charges, including reasonable counsel fees, incurred for the collection of payments due or for the enforcement or performance

or observance of any covenant or agreement of the Borrower under this Loan Agreement, the Bond Indenture or any other Transaction Document. The Borrower shall also pay to the Initial Purchaser all costs, reasonable expenses and charges, including reasonable counsel fees, incurred for the collection of payments due or for the enforcement or performance or observance of any covenant or agreement of the Borrower under the Supplemental Agreement and the Initial Purchaser Security Documents.

- (g) *Taxes and Assessments.* The Borrower also covenants and agrees, at its expense, to pay all taxes and assessments of any type or character charged to the City or to the Bond Trustee affecting the amount available to the City or the Bond Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including property and other taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding any taxes based upon the capital and/or income of the Bond Trustee or any other Person other than the Borrower; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the City or the Bond Trustee, as the case may be, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest, or contest would materially adversely affect the rights or interests of the City or the Bond Trustee.
- (h) *Payments Under Supplemental Agreement and Initial Purchaser Security Documents.* The Borrower shall pay to the Initial Purchaser (or the Bond Trustee for the benefit of the Initial Purchaser) all amounts which are payable by the Borrower to the Initial Purchaser under the Supplemental Agreement and any Initial Purchaser Security Document or instrument which secures the Borrower's obligations hereunder or its obligation to repay the Series 2010 Bonds.
- (i) *Other Amounts Payable.* The Borrower shall pay to the Person or Persons entitled thereto, any other amounts which the Borrower has agreed to pay under this Loan Agreement or which the Borrower is required to pay under the Bond Indenture.
- (j) The Borrower shall pay to the respective bond trustees for each series of the Prior Bonds, any amounts of principal and interest due on the Prior Bonds, or the tender price of any such Prior Bonds, to the extent that sufficient funds to make such payments have not been previously deposited with such trustees.

Section 4.4. Prepayment of the Loan. The Borrower shall have and is granted the option to prepay from time to time the amounts payable under this Loan Agreement in sums sufficient to redeem or to pay or cause to be paid all or part of the Series 2010 Bonds in accordance with the provisions of the Bond Indenture. Upon written notice and direction by the Borrower to the City to redeem Bonds subject to optional redemption under the Bond Indenture, the City shall forthwith take all steps (other than the payment of the money required for such

redemption) necessary under the applicable redemption provisions of the Bond Indenture to effect redemption of all or part of the then Outstanding Bonds, as may be specified by the Borrower, on the date established for such redemption. Whenever any Bonds shall have been called for optional redemption under any provision of the Bond Indenture, the Borrower shall deposit with the Bond Trustee moneys in such amounts and at such times required to redeem such Bonds, including the principal, redemption premium, if any, and accrued interest thereon to the redemption date. The Borrower further agrees that in the event the payment of principal of and interest on the Loan is accelerated upon the occurrence of an event of default under this Loan Agreement, all Loan Payments payable for the remainder of the term of this Loan Agreement shall be accelerated and prepayment shall be made on the Loan in such amounts. Any such prepayments shall be deposited in the Debt Service Fund, and applied by the Bond Trustee in accordance with the provisions of the Bond Indenture. The Borrower may also prepay all or any portion of its indebtedness on the Loan by providing for the payment of all or any portion of the Series 2010 Bonds in accordance with **Article X** of the Bond Indenture.

Section 4.5. Obligations Absolute and Unconditional. The obligations of the Borrower under this Loan Agreement are general obligations of the Borrower, and the full faith and credit of the Borrower is pledged to the payment of all amounts due and payable by the Borrower under this Loan Agreement. The Borrower agrees to pay all such amounts due and payable under this Loan Agreement using any and all available resources of the Borrower, as necessary. The Borrower shall pay all Loan Payments and other payments due under this Loan Agreement and perform its obligations, covenants and agreements under this Loan Agreement, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment, discrimination or defense or any right of termination or cancellation arising from any circumstances whatsoever, and regardless of the invalidity of any portion of this Loan Agreement, and, to the extent permitted by law, the Borrower waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom. Nothing in this Loan Agreement shall be construed as a waiver by the Borrower of any rights or claims the Borrower may have against the City under this Loan Agreement, or the Initial Purchaser under the Purchase Contract, or otherwise, but any recovery upon such rights or claims shall be had from the City separately, it being the intent of this Loan Agreement that the Borrower shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Loan Agreement for the benefit of the owners of the Series 2010 Bonds.

Section 4.6. Assignment of the City's Rights. Under the Bond Indenture, the City has pledged, assigned, transferred in trust and granted a security interest to the Bond Trustee in all of the City's rights, title and interest under this Loan Agreement and the Series 2010 Obligation accruing to or vested in the City (except for the City's rights to payment of its fees and expenses and the City's right to indemnification in certain circumstances and as otherwise expressly set forth in this Loan Agreement) as security for the Series 2010 Bonds, and such rights, title and interest may be exercised, protected and enforced for or on behalf of the owners of the Series 2010 Bonds and the Series 2010 Obligation in conformity with this Loan Agreement, the Bond Indenture and the Master Indenture. The Bond Trustee is hereby given the right to enforce, as assignee of the City, the performance of the obligations of the Borrower under this Loan Agreement, and the Borrower hereby consents to the same and agrees that the Bond Trustee may enforce such rights as provided in this Loan Agreement, in the Bond Indenture and the Master

Indenture. This Loan Agreement recognizes that the Bond Trustee is a third party creditor-beneficiary of this Loan Agreement.

ARTICLE V

LETTER OF CREDIT

Section 5.1. The Letter of Credit. While the Bonds are in a Weekly Rate Period, the Borrower shall cause the Letter of Credit to be continuously maintained in full force and effect (except when not required pursuant to **Article V** of the Bond Indenture) in an amount equal to the principal amount of the Outstanding Bonds plus premium, if any, and required interest coverage thereon, until all of the Series 2010 Bonds have been paid in full or their payment provided for in accordance with **Article X** of the Bond Indenture.

The Borrower will exercise commercially reasonable efforts to extend the term of the Letter of Credit then in effect or to cause an Alternate Letter of Credit or a commitment satisfactory to the Bond Trustee by the Credit Bank which will issue the Alternate Letter of Credit to be delivered to the Bond Trustee prior to the expiration date of the Letter of Credit then in effect pursuant to the provisions of the Bond Indenture.

Section 5.2. Rights of Credit Bank. The provisions set forth in this Loan Agreement relating to the Credit Bank shall apply for so long as the Series 2010 Bonds are Outstanding and the Letter of Credit remains in effect, the Credit Bank is not insolvent and is not in default of its payment obligations under the Letter of Credit, unless any such provision is waived by the Credit Bank or modified by agreement between the Credit Bank and the Borrower. Anything contained in this Loan Agreement or in the Series 2010 Bonds to the contrary notwithstanding, the existence of all rights given to the Credit Bank under this Loan Agreement and the Bond Indenture with respect to the giving of consents or approvals or the direction of proceedings are expressly conditioned upon its timely and full performance of the Letter of Credit. Any such rights shall not apply at any time that the Credit Bank wrongfully fails to make any payment under the Letter of Credit which failure has not been cured; provided, that this Loan Agreement shall not in any way limit or affect the rights of the Credit Bank as a bond owner, as subrogee of a bond owner or as assignee of a bond owner or to otherwise be reimbursed and indemnified for its costs and expenses and other payment on or in connection with the Series 2010 Bonds or the Letter of Credit either by operation of law or at equity or by contract. The rights, if any, given to the Credit Bank hereunder shall be further subject to the provisions of **Article V** of the Bond Indenture.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 6.1. Corporate Existence and Tax-Exempt Status. Except as otherwise expressly provided in this Loan Agreement, the Borrower shall (a) preserve and keep in full force and effect its corporate or other separate legal existence (except as provided in **Section 6.11**), (b) remain qualified to do business and conduct its affairs in each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification, and (c) maintain its status as a Tax-Exempt Organization.

Section 6.2. Maintenance and Use of Property. The Borrower shall cause all of its property used or useful in the conduct of its business and operations to be maintained, preserved and kept in good repair and working order and condition and in as safe condition as its operations will permit and will make all repairs, renewals, replacements and improvements thereof necessary in the Borrower's reasonable judgment for the efficient and advantageous conduct of its business and operations, and shall, during the term of the Series 2010 Bonds, operate the facilities financed and refinanced by the Series 2010 Bonds. Nothing in this Section shall obligate the Borrower to preserve, repair, renew or replace any property no longer used or no longer useful in the conduct of its business, or prevent the Borrower from discontinuing the operation of any of its property or from removing or demolishing any building or buildings, if in its judgment (evidenced, in the case of such a cessation other than in the ordinary course of business, by a determination by its governing board) such discontinuance is desirable in the conduct of its business and not disadvantageous in any material respect to the owners of the Series 2010 Bonds. The Borrower may make additions, alterations and changes to its property so long as such additions, alterations and changes are made in compliance with the provisions of this Loan Agreement and will not result in a violation of the provisions of this Loan Agreement, and the Borrower may dispose of any property as permitted by this Loan Agreement.

Subject to the provisions of this Article and the Enabling Ordinance, the Borrower shall have the right to use its property for any purpose allowed by law and contemplated by the Enabling Ordinance. Except as provided in this Loan Agreement, the City reserves no power or authority with respect to the operation of the property by the Borrower and activities incident thereto, it being the intention of the parties to this Loan Agreement that so long as the Borrower shall duly and faithfully observe and perform all of the terms, covenants, provisions and agreements of this Loan Agreement, the Borrower shall manage, administer and govern the property of the Borrower in its activities and affairs on a continuing day-to-day basis. The Borrower agrees that it will not use or permit the properties financed or refinanced, or for which it is reimbursed, in whole or in part, out of the proceeds of the Series 2010 Bonds: (a) for sectarian instruction or study or as a chapel or place for devotional activities or religious worship or in connection with any part of a program of a school or department of divinity of or for any religious denomination or for the training of ministers, priests, rabbis or other similar persons in the field of religion; or (b) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State of Illinois and the decisions of the Illinois Supreme Court interpreting the same.

Section 6.3. Compliance with Laws and Regulations. The Borrower shall conduct its affairs and carry on its business and operations in such manner as to comply in all material respects with any and all applicable laws of the United States of America and the several states thereof and to observe and conform in all material respects to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the ownership of its property, including without limitation environmental laws, orders or regulations; provided, however, that nothing contained in this Loan Agreement shall require the Borrower to comply with, observe and conform to any such law, order, regulation or requirement of any governmental authority so long as the validity thereof shall be contested by the Borrower in good faith by appropriate proceedings, provided that the Borrower shall have set

aside on its books adequate reserves with respect to such contest and such contest shall not materially impair the ability of the Borrower to meet its obligations under this Loan Agreement.

Section 6.4. Payment of Taxes and Other Charges. The Borrower shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Borrower or its property or any part thereof or upon any income therefrom; provided, however, that the Borrower shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or governmental charge to the extent that the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and the Borrower shall have established and shall maintain adequate reserves on its books for the payment of the same.

Section 6.5. Licenses and Permits. The Borrower shall procure and maintain all licenses and permits material to the operation of its business and affairs and will maintain accreditation of its facilities by the appropriate accrediting body; provided, however, that the Borrower shall not be required to procure or maintain in effect any right, license or accreditation that the governing board of the Borrower determines in good faith, is not in the best interests of the Borrower and is no longer desirable in the conduct of its business and the lack of which will not materially impair the ability of the Borrower to pay or perform its obligations under this Loan Agreement.

Section 6.6. Indemnity. The Borrower shall pay and indemnify and save the City, the Initial Purchaser and the Bond Trustee and their respective members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of the issuance of the Series 2010 Bonds and the execution of this Loan Agreement and the other Transaction Documents, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with any property of the Borrower, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about such property but shall not indemnify the Initial Purchaser and the Bond Trustee for gross negligence or willful misconduct. The Borrower shall also pay and indemnify and save the City, the Initial Purchaser and the Bond Trustee and their respective members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, reasonable expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the City, the Initial Purchaser or the Bond Trustee or their respective members, directors, officers, employees or agents by reason of any such claim or demand, the Borrower, upon notice from the City, the Initial Purchaser or the Bond Trustee, covenants to resist and defend such action or proceeding on demand of the City, the Initial Purchaser or the Bond Trustee or their respective members, directors, officers, employees or agents. Notwithstanding the foregoing, neither the City nor the Initial Purchaser, nor the Bond Trustee nor their respective members, directors, officers, employees and agents shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by their own willful and malicious acts or omissions or willful and malicious acts or omissions of their own members, directors, officers, employees or agents. The Borrower shall also pay and indemnify the City, the Initial Purchaser and the Bond Trustee from and against, all costs, reasonable expenses and charges, including reasonable counsel fees, incurred after default of the Borrower in enforcing any covenant or

agreement of the Borrower contained in this Loan Agreement, the Bond Indenture or any other Transaction Documents.

The Bond Trustee shall promptly notify the Borrower in writing of any claim or action brought against the Bond Trustee in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel satisfactory to the Bond Trustee and the payment of all expenses. The Bond Trustee may employ separate counsel in any such action and participate in the defense thereof, and the reasonable fees and expenses of such counsel shall not be payable by the Borrower unless such employment has been specifically authorized by the Borrower.

Section 6.7. Insurance. The Borrower shall maintain or cause to be maintained insurance, which may include one or more self-insurance or other risk management programs, with respect to its property and its operations as required by the Master Indenture and the Supplemental Agreement or any Credit Agreement. The Borrower shall provide a copy of any evidence of such insurance submitted to the Master Trustee pursuant to the Master Indenture or to the Credit Agreement, if any, and the Bond Trustee.

Section 6.8. Permitted Indebtedness. The Borrower may issue or incur additional indebtedness for any proper corporate purpose; provided:

- (a) So long as the Letter of Credit is in effect, the Borrower may issue or incur additional indebtedness for any proper corporate purpose only if the conditions set forth in the Credit Agreement are met. The Borrower may not otherwise incur or assume any other indebtedness that is superior to or on a parity with the Series 2010 Bonds or the Loan with respect to the payment of principal and interest thereon, or with respect to security therefor, without the prior written consent of the Credit Bank; and
- (b) So long as the Series 2010 Bonds are in a Flex Private Placement Rate Period, the Borrower may issue or incur additional indebtedness only in accordance with the provisions of the Master Indenture and the Supplemental Agreement.

Section 6.9. Financial Statements and Other Information. The Borrower shall keep proper books of record and account, in which entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Borrower in accordance with generally accepted accounting principles as required under the Master Indenture and the Supplemental Agreement or any Credit Agreement. The Borrower shall send a copy of any financial statements provided to the Master Trustee under the Master Indenture to the Bond Trustee, the Credit Bank and the Initial Purchaser.

Section 6.10. Sale, Lease or Other Disposition of Property. The Borrower covenants and agrees that it will not sell, lease or otherwise dispose, of any Property except as permitted by Section 417 of the Master Indenture or by the Supplemental Agreement or any Credit Agreement without the prior written consent of the Initial Purchaser when the Series 2010 Bonds bear interest at the Flex Private Placement Rate. The provisions of the Master Indenture notwithstanding, the

Borrower covenants and agrees it will not sell, lease or otherwise dispose, directly or indirectly, in whole or in part, any portion of the Bond Financed Property unless the conditions set forth in [Section ___] of the Tax Exemption Agreement are satisfied.

Section 6.11. Consolidation, Merger, Conveyance or Transfer of Property. The Borrower shall not consolidate with or merge into any other Person or convey or transfer its property substantially as an entirety to any Person, without the prior written consent of the Credit Bank, if any, or without the prior written consent of the Initial Purchaser when the Series 2010 Bonds bear interest at the Flex Private Placement Rate which consent shall not be unreasonably withheld or delayed, and unless the provisions of the Master Indenture relating to such transactions have been satisfied and the following conditions are met:

- (a) such merger, consolidation, conveyance or transfer is on such terms as shall fully preserve the lien and security of the Bond Indenture and this Loan Agreement and the rights and powers of the Bond Trustee and the owners of the Bonds under the Bond Indenture and this Loan Agreement;
- (b) the Person formed by such consolidation or into which the Borrower is merged or the Person which acquires by conveyance or transfer the Borrower's property substantially as an entirety is a corporation or other legal entity organized and existing under the laws of the United States of America or any state thereof, is a Tax-Exempt Organization, and shall execute and deliver to the Bond Trustee a written instrument in form satisfactory to the Bond Trustee, containing an assumption by such successor of the due and punctual payment of the principal of (and premium, if any) and interest on the Loan and the Series 2010 Obligation and the performance and observance of every covenant and condition of this Loan Agreement to be performed or observed by the Borrower;
- (c) the Bond Trustee receives a certificate of the Borrower Representative stating that, immediately after giving effect to such transaction, (1) no event of default hereunder shall have occurred and be continuing; and (2) the successor or transferee shall possess such material permits, licenses and accreditations to operate such property as may be required if it is to operate such property;
- (d) the Bond Trustee and the City receive an Opinion of Counsel to the effect that (1) such consolidation, merger, conveyance or transfer complies with this Section and all conditions precedent herein provided for relating to such transaction have been complied with; (2) such transaction will not adversely affect the status of the Borrower as a Tax-Exempt Organization; and (3) the Person which is the surviving entity is liable on the Loan, as if the Loan were originally made to such Person;
- (e) the Bond Trustee and the City receive an Opinion of Bond Counsel to the effect that, if all amounts due or to become due on any Bonds that bear interest that is not includable in gross income under the Internal Revenue Code have not been fully paid to the owners thereof, under then existing law the consummation of such consolidation, merger, conveyance, or transfer would not cause the interest

payable on such Bonds to become includable in gross income under the Internal Revenue Code.

Upon any consolidation or merger or any conveyance or transfer of the Borrower's property substantially as an entirety in accordance with this Section, the successor corporation or other entity formed by such consolidation or into which the Borrower is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Borrower under this Loan Agreement with the same effect as if such successor corporation or other entity had been named as the Borrower herein.

Section 6.12. Continuing Disclosure. If the Series 2010 Bonds are converted to a Fixed Rate as provided in the Bond Indenture, the Borrower shall comply with and carry out all of the continuing disclosure requirements of S.E.C. Rule 15c2-12. The Borrower acknowledges that the Borrower is the only "obligated person" with responsibility for continuing disclosure, and the City has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Section, and has no liability to any person, with respect to the Series 2010 Bonds.

Section 6.13. Tax Covenants. The Borrower covenants and agrees that it will not take any action or permit any action to be taken that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2010 Bonds and will take whatever action, or refrain from whatever action, necessary to comply with the requirements of the Internal Revenue Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Series 2010 Bonds, and the Borrower shall comply with the Tax Exemption Agreement (defined in the Bond Indenture) and will pay or provide for payment to the United States Government, all rebate payments required under Section 148(f) of the Internal Revenue Code and the Tax Exemption Agreement. This covenant shall survive payment in full or defeasance of the Series 2010 Bonds.

Section 6.14. Assignment by the Borrower. The Borrower shall not assign this Loan Agreement, as a whole or in part, without the prior written consent of the City and the Bond Trustee, or the owners of a majority in principal amount of the Series 2010 Bonds Outstanding unless such assignment is pursuant to a merger, consolidation or transfer of the Borrower's property substantially as an entirety permitted under the Master Indenture and this Loan Agreement, or unless the following conditions are met:

- (a) No assignment shall relieve the Borrower from primary liability for any of its obligations under this Loan Agreement, and in the event of any such assignment, the Borrower shall continue to remain primarily liable for payment of the amounts specified in this Loan Agreement and the performance and observance of the other agreements to be performed and observed by the Borrower under this Loan Agreement to the same extent as though no assignment had been made.
- (b) The assignee shall assume the obligations of the Borrower under this Loan Agreement to the extent of the interest assigned.

- (c) If there remains unpaid any Bond which bears interest that is not includable in gross income under the Internal Revenue Code, the Bond Trustee and the City shall have received an Opinion of Bond Counsel, in form and substance satisfactory to the Bond Trustee and the City, to the effect that under then existing law the consummation of such assignment, whether or not contemplated on any date of the delivery of such Bond, would not cause the interest payable on such Bond to become includable in gross income under the Internal Revenue Code.
- (d) The Borrower shall, within thirty **30** days after the delivery thereof, furnish or cause to be furnished to the City and the Bond Trustee a true and complete copy of each assignment and assumption of obligations.

Section 6.15. Statement as to Compliance. The Borrower shall deliver to the Bond Trustee and the Initial Purchaser, within 180 days after the end of each fiscal year, a certificate of a Borrower Representative, stating, as to Borrower, that

- (a) a review of the activities of the Borrower during such fiscal year and of performance under this Loan Agreement has been made under his supervision, and
- (b) to the best of his knowledge, based on such review, the Borrower has fulfilled all its obligations under this Loan Agreement throughout such fiscal year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to him and the nature and status thereof.

ARTICLE VII

DEFAULT AND REMEDIES

Section 7.1. Events of Default. The term “**event of default,**” wherever used in this Loan Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

- (a) default in the payment of any interest on the Loan when such interest becomes due and payable; or
- (b) default in the payment of the principal of (or premium, if any, on) the Loan when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or
- (c) default in the payment of the purchase price of tendered Bonds required by **Section 4.3(f)** hereof; or
- (d) default in the compliance or performance of the Borrower’s obligations pursuant to Sections 6.1(b) and (c), 6.8, 6.10 and 6.11 hereof

- (e) default in the performance, or breach, of any covenant or agreement of the Borrower in this Loan Agreement (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **30** days after there has been given to the Borrower by the City or the Bond Trustee or to the Borrower and the Bond Trustee by the owners of at least **10%** in principal amount of the Series 2010 Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **30**-day period, such default shall not constitute an event of default if the Borrower shall promptly upon receipt of such notice commence the curing of such default, shall thereafter prosecute and complete the same with due diligence and dispatch and fully remedy such default or breach within an additional **30**-day period beyond the initial **30**-day cure period; or
- (f) any representation or warranty made by the Borrower in this Loan Agreement or in any written statement or certificate furnished to the City or the Bond Trustee or the purchaser of any Bond in connection with the sale of any Bond or furnished by the Borrower pursuant to this Loan Agreement proves untrue in any material respect as of the date of the issuance or making thereof; or
- (g) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Borrower, or adjudging the Borrower a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Borrower under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Borrower or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of **90** consecutive days; or
- (h) the commencement by the Borrower of a voluntary case, or the Borrower by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the Borrower of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Borrower or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Borrower in furtherance of any such action; or
- (i) the occurrence and continuance of any “event of default” specified in the Bond Indenture that has not been waived or cured; or

- (j) receipt by the Bond Trustee of written notice from the Initial Purchaser that an event of default under the Supplemental Agreement has occurred; or
- (k) any event of default shall occur under the Master Indenture which would permit the acceleration of any Obligation (as defined in the Master Indenture).

Promptly after the Chief Administrative or Chief Financial Officer of the Borrower may reasonably be deemed to have knowledge of a default hereunder, the Borrower will deliver to the Bond Trustee, the City and the Initial Purchaser a written notice specifying the nature and period of existence thereof and the action the Borrower is taking and proposes to take with respect thereto.

Section 7.2. Acceleration of Maturity; Rescission and Annulment. Subject to the provisions of **Section 5.2** hereof, if an event of default under this Loan Agreement occurs and is continuing, the Bond Trustee, as assignee of the City, may, and if requested by the owners of not less than 50% in principal amount of the Series 2010 Bonds Outstanding shall, by written notice to the Borrower and the City, declare the principal of the Loan and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on the Loan has been obtained by the Bond Trustee as hereinafter in this Article provided, the Bond Trustee may, by written notice to the Borrower, rescind and annul such declaration and its consequences if

- (a) the Borrower has deposited with the Bond Trustee a sum sufficient to pay
 - (1) all overdue installments of interest on all Bonds,
 - (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds,
 - (3) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Series 2010 Bonds, and
 - (4) the reasonable compensation and expenses of the Bond Trustee, its agents and counsel; and
- (b) all events of default, other than the non-payment of the principal of the Loan which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 7.7** of this Loan Agreement.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 7.3. Exercise of Remedies by the Bond Trustee. Subject to the provisions of **Section 5.2** hereof, upon the occurrence and continuance of any event of default under this Loan

Agreement, unless the same is waived as provided in this Loan Agreement, the Bond Trustee, as assignee of the City, shall have the following rights and remedies, in addition to any other rights and remedies provided under this Loan Agreement or by law:

- (a) *Right to Bring Suit, Etc.* The Bond Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Loan, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Loan Agreement, to realize on or to foreclose any of its interests or liens under this Loan Agreement, to enforce and compel the performance of the duties and obligations of the Borrower as set forth in this Loan Agreement and to enforce or preserve any other rights or interests of the Bond Trustee under this Loan Agreement existing at law or in equity.
- (b) *Exercise of Remedies at Direction of Bond owners.* If requested in writing to do so by the owners of not less than 50% in principal amount of Bonds Outstanding and if indemnified as provided in the Bond Indenture, the Bond Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Bond Trustee shall deem most expedient in the interests of the bond owners.
- (c) *Restoration of Positions.* If the Bond Trustee has instituted any proceeding to enforce any right or remedy under this Loan Agreement by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Bond Trustee, then and in every case the City, the Borrower, the Bond Trustee and the bond owners shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Bond Trustee shall continue as though no such proceeding had been instituted.

Any provision herein to the contrary notwithstanding, unless an event of default described in subsection (a), (b) or (c) of **Section 701** of the Bond Indenture shall have occurred and be continuing, the Bond Trustee, as assignee of the City, shall exercise the remedies provided for hereunder only if and as directed in writing by the Credit Bank or the Initial Purchaser, as applicable, and shall not waive any event of default without the prior written consent of the Credit Bank or the Initial Purchaser, as applicable; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Loan Agreement and the Bond Indenture.

Section 7.4. Application of Moneys Collected. Any moneys collected by the Bond Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Bond Trustee as part of the Trust Estate, shall be applied as provided in the Bond Indenture and, in case of the distribution of such money on account of principal (or premium, if any) or interest on the Series 2010 Bonds, shall be credited against amounts due on the Loan and the Series 2010 Obligation.

Section 7.5. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Bond Trustee is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.6. Delay or Omission Not Waiver. No delay or omission of the Bond Trustee to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Bond Trustee or to the bondowners may be exercised from time to time and as often as may be deemed expedient by the Bond Trustee.

Section 7.7. Waiver of Past Defaults. Subject to the provisions of **Section 5.2** hereof, before any judgment or decree for payment of money due has been obtained by the Bond Trustee as provided in this Article, the owners of a majority in principal amount of the Series 2010 Bonds Outstanding may, by written notice delivered to the Bond Trustee and the Borrower, on behalf of the owners of all the Series 2010 Bonds, waive any past default hereunder and its consequences, except a default

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or
- (b) in respect of a covenant or provision hereof which under **Article VIII** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Loan Agreement; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

Section 7.8. Advances by Bond Trustee. If the Borrower fails to make any payment or perform any of its covenants in this Loan Agreement, the Bond Trustee may, at any time and from time to time, use and apply any moneys held by it under the Bond Indenture to effect payment or performance of any such covenant on behalf of the Borrower.

ARTICLE VIII

SUPPLEMENTAL LOAN AGREEMENTS

Section 8.1. Supplemental Loan Agreements Without Consent of Bond owners. Without the consent of the owners of any Bonds, but with the consent of the Credit Bank or the Initial Purchaser, as applicable, the City and the Borrower may from time to time enter into one or more Supplemental Loan Agreements, for any of the following purposes:

- (a) to more precisely identify any project financed or refinanced out of the proceeds of the Series 2010 Bonds, or to substitute or add additional property thereto; or

- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Loan, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or
- (c) to evidence the succession of another corporation to the Borrower and the assumption by any such successor of the covenants of the Borrower herein contained; or
- (d) to add to the covenants of the Borrower or to the rights, powers and remedies of the Bond Trustee for the benefit of the owners of all or any series of Bonds or to surrender any right or power herein conferred upon the Borrower; or
- (e) to revise any provisions herein pursuant to an interest rate conversion of the Series 2010 Bonds; or
- (f) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other changes, with respect to matters or questions arising under this Loan Agreement, which shall not be inconsistent with the provisions of this Loan Agreement, provided such action shall not materially adversely affect the interests of the owners of the Series 2010 Bonds.

Section 8.2. Supplemental Loan Agreements with Consent of Bond owners. With the consent of the Credit Bank and the owners of not less than a majority in principal amount of the Series 2010 Bonds then Outstanding affected by such Supplemental Loan Agreement, the City and the Borrower may enter into Supplemental Loan Agreements for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Loan Agreement or of modifying in any manner the rights of the Bond Trustee and the owners of the Series 2010 Bonds under this Loan Agreement; provided, however, that no such Supplemental Loan Agreement shall, without the consent of the owner of each Outstanding Bond affected thereby,

- (a) change the stated maturity of the principal of, or any installment of interest on, the Loan, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, the Loan, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or
- (b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Loan Agreement, or the consent of whose owners is required for any waiver provided for in this Loan Agreement of compliance with certain provisions of this Loan Agreement or certain defaults hereunder and their consequences; or
- (c) modify any of the provisions of this Section, except to increase any percentage provided thereby or to provide that certain other provisions of this Loan

Agreement cannot be modified or waived without the consent of the owner of each Bond affected thereby.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Loan Agreement, but it shall be sufficient if such act shall approve the substance thereof.

Section 8.3. Execution of Supplemental Loan Agreements. In executing or consenting to any Supplemental Loan Agreement permitted by this Article, the City and the Bond Trustee shall receive, and shall be fully protected in relying upon, an Opinion of Bond Counsel addressed to the Bond Trustee and the City stating that the execution of such Supplemental Loan Agreement is authorized or permitted by this Loan Agreement, and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Series 2010 Bonds. The Bond Trustee may, but shall not be obligated to, consent to any such Supplemental Loan Agreement which affects the Bond Trustee's own rights, duties or immunities under this Loan Agreement or otherwise.

Section 8.4. Effect of Supplemental Loan Agreements. Upon the execution of any Supplemental Loan Agreement under this Article, this Loan Agreement shall be modified in accordance therewith and such Supplemental Loan Agreement shall form a part of this Loan Agreement for all purposes; and the Borrower, the City, the Bond Trustee and every owner of Bonds theretofore or thereafter authenticated and delivered under the Bond Indenture shall be bound thereby.

Section 8.5. Reference in Bonds to Supplemental Loan Agreements. Bonds authenticated and delivered after the execution of any Supplemental Loan Agreement pursuant to this Article may, and if required by the City shall, bear a notation in form approved by the Bond Trustee as to any matter provided for in such Supplemental Loan Agreement. If the City shall so determine, new Bonds so modified as to conform, in the opinion of the City, to any such Supplemental Loan Agreement may be prepared and executed by the City and authenticated and delivered by the Bond Trustee in exchange for Outstanding Bonds.

ARTICLE IX

TERM AND TERMINATION OF LOAN AGREEMENT

Section 9.1. Term of Loan Agreement. This Loan Agreement shall be effective concurrently with the initial issuance and delivery of the Series 2010 Bonds and shall continue in force and effect until the principal of, redemption premium, if any, and interest on all of the Series 2010 Bonds have been fully paid (or provision for their payment shall have been made in accordance with **Article X** of the Bond Indenture) together with all sums to which the City and the Bond Trustee are entitled from the Borrower under this Loan Agreement; provided, however, the provisions of **Sections 4.3** and **6.6** related to payment of fees and indemnification of the City and the Bond Trustee and arbitrage rebate payments shall remain in full force and effect.

Section 9.2. Termination and Discharge of Loan Agreement. If the Borrower shall pay and discharge or provide for the payment or redemption and discharge of the whole amount of

the principal of, redemption premium, if any and interest on the Series 2010 Bonds at the time Outstanding as provided in the Bond Indenture, and shall pay or cause to be paid all other sums payable under this Loan Agreement, then all right, title and interest of the City and the Bond Trustee under this Loan Agreement shall thereupon cease, terminate and become void (except as provided in **Section 9.1** of this Loan Agreement), and this Loan Agreement, and the covenants of the Borrower contained in this Loan Agreement, shall be discharged and the City and the Bond Trustee shall execute and deliver to the Borrower a proper instrument or proper instruments acknowledging the satisfaction and termination of this Loan Agreement, and shall assign and transfer or cause to be assigned or transferred, and shall deliver or cause to be delivered to the Borrower, all property, including money, then held by the City or the Bond Trustee with respect to the Series 2010 Bonds other than moneys deposited with the Bond Trustee for the payment of the principal of, redemption premium, if any or interest on the Loan and Bonds. If the Borrower shall pay and discharge or provide for the payment or redemption and discharge of the whole amount of the principal of, redemption premium, if any, and interest on the Series 2010 Bonds at the time outstanding as provided in the Bond Indenture, or shall make arrangements satisfactory to the City and the Bond Trustee for such payment or redemption and discharge, the Loan and the Series 2010 Bonds shall cease to be entitled to any benefit under this Loan Agreement or any other Transaction Document, and all covenants, agreements and obligations of the Borrower to the Bond Trustee and the owners of the Series 2010 Bonds shall thereupon cease, terminate and become void; provided that the owners of the Series 2010 Bonds shall be entitled to payment thereof at the times and in the manner stipulated therein and in the Bond Indenture from the sources provided for such payment.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Covenants under Transaction Documents. The Borrower shall deliver to the Bond Trustee all reports, opinions and other documents required by this Loan Agreement and the Bond Indenture and all other Transaction Documents to be submitted to the Bond Trustee at the times required by this Loan Agreement and the Bond Indenture and all other Transaction Documents, and shall perform or cause to be performed all covenants and agreements required on the part of the Borrower contained in this Loan Agreement and the Bond Indenture and any other Transaction Documents. This Loan Agreement, the Bond Indenture and all other Transaction Documents shall be delivered to and held by the Bond Trustee.

Section 10.2. Further Assurances. The Borrower will do, execute, acknowledge and deliver such further acts, instruments, financing statements and assurances as the Bond Trustee may reasonably require for accomplishing the purposes of the Bond Indenture and this Loan Agreement.

Section 10.3. Payments Due on Saturdays, Sundays and Holidays. If the day for any payment due under this Loan Agreement is not a Business Day, then such payment may be made on the next preceding Business Day without additional interest and with the same force and effect as if made on the specified date for payment.

Section 10.4. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Loan Agreement to be given to or filed with the City, the Bond Trustee, the Borrower or the owners of the Series 2010 Bonds if the same is given or filed in the manner and at the addresses specified in the Bond Indenture.

Section 10.5. Limitation of City's Liability. The Series 2010 Bonds and the interest thereon shall be special, limited obligations of the City payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Loan Payments and other payments derived by the City under the Loan Agreement (except for fees and expenses payable to the City and the City's right to indemnification as set forth in the Loan Agreement) and the Series 2010 Obligation, and from amounts drawn under the Letter of Credit and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Bond Trustee and in favor of the owners of the Series 2010 Bonds, as provided in this Bond Indenture. No holder of any Series 2010 Bonds has the right to compel any exercise of the taxing power of the City to make any payment with respect to the principal of and interest on the Series 2010 Bonds. The Series 2010 Bonds and interest thereon shall not be deemed to constitute an indebtedness or a loan of the credit of the City, the State of Illinois, County of Tazewell or of any political subdivision thereof within the meaning of any state constitutional or statutory provision but shall be payable solely from the funds provided for in the Loan Agreement and in this Bond Indenture. The issuance of the Series 2010 Bonds shall not, directly, indirectly or contingently, obligate the City, the State of Illinois, County of Tazewell or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment.

No failure of the City to comply with any term, covenant or agreement herein or in any Transaction Document executed by the City in connection with the Series 2010 Bonds shall subject the City to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Bond Indenture and pledged to the payment of the Series 2010 Bonds. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the City for any failure to comply with any term, condition, covenant or agreement herein or in the Bond Indenture; provided, that no costs, expenses or other monetary relief shall be recoverable from the City except as may be payable from the funds available hereunder or under the Bond Indenture and pledged to the payment of the Series 2010 Bonds.

Notwithstanding any other provision of this Loan Agreement or any other Transaction Document, (a) the City shall not be required to take action under this Loan Agreement unless the City (i) is requested in writing by an appropriate Person to take such action and (ii) is assured of payment of or reimbursement for any expense incurred in taking such action, and (b) except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the City nor any official, officer, member, director, agent, employee or servant of the City shall be liable to the Borrower, the Bond Trustee or any other Person for any action taken by the City or by its officials, officers, members, directors, agents, employees or servants, or for any failure to take action under this Loan Agreement or the Bond Indenture. In acting under this Loan Agreement, or in refraining from acting under this Loan Agreement, the City may conclusively rely on the advice of its counsel.

Section 10.6. Immunity of Officers, Employees and Members of the City and the Borrower. No recourse shall be had for the payment of the principal of or premium or interest on any of the Loan or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement contained against any past, present or future officer, member, trustee, director, employee or agent of the City or the Borrower, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City, the Borrower, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

Section 10.7. No Violations of Law. Any other term or provision in this Loan Agreement to the contrary notwithstanding:

- (a) In no event shall this Loan Agreement be construed as:
 - (1) depriving the City of any right or privilege; or
 - (2) requiring the City or any member, agent, employee, representative or advisor of the City to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else,

which deprivation or requirement would violate, or result in the City's being in violation of the Enabling Ordinance or any other applicable state or federal law; and

- (b) At no time and in no event will the Borrower permit, suffer or allow any of the proceeds of the Loan to be transferred to any Person in violation of, or to be used in any manner which is prohibited by, the Enabling Ordinance or any other state or federal law.

Section 10.8. Benefit of Loan Agreement. This Loan Agreement shall inure to the benefit of and shall be binding upon the City and the Borrower and their respective successors and assigns. Nothing in this Loan Agreement or in the Bond Indenture or the Series 2010 Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns, any benefit or any legal or equitable right, remedy or claim under this Loan Agreement.

Section 10.9. Severability. If any provision in this Loan Agreement, the Bond Indenture or the Series 2010 Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.10. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 10.11. Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10.12. Governing Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Borrower have caused this Loan Agreement to be executed by their duly authorized officers, as of the day and year first above written.

**CITY OF PEKIN, TAZEWELL COUNTY,
ILLINOIS**

By: _____
Mayor

PEKIN MEMORIAL HOSPITAL

By: _____
Chief Financial Officer

TAX EXEMPTION AGREEMENT

The undersigned hereby certify that they are, respectively, the Chief Financial Officer of Pekin Memorial Hospital, an Illinois not for profit corporation (the "*Borrower*"), and the Mayor of the City of Pekin, Tazewell County, Illinois (the "*City*"). As the Chief Financial Officer of the Borrower, such officer is familiar with (a) the properties, affairs and records of the Borrower and (b) the use of the Bond Financed Property (as hereinafter defined).

This Tax Agreement is being delivered in connection with the issuance and delivery on the date hereof (the "*Issue Date*") by the City of its Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital) in the principal amount of \$_____ (the "*Bonds*").

The Bonds are being issued pursuant to that certain Bond Trust Indenture dated as of March 1, 2010 (the "*Bond Indenture*") between the City and U.S. Bank National Association, as the bond trustee (the "*Bond Trustee*"), pursuant to which the City will issue the Bonds. The City will loan the proceeds of the Bonds to the Borrower under that certain Loan Agreement dated as of March 1, 2010 between the City and the Borrower. Pursuant to the terms of the Bond Indenture and the Loan Agreement, the Borrower will make payments (the "*Loan Payments*") directly to U.S. Bank National Association, as the initial purchaser (the "*Initial Purchaser*") of the Bonds.

Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Bond Indenture.

The undersigned officer of the Borrower has reviewed this Tax Agreement with Foley & Lardner, LLP, counsel to the Borrower ("*Counsel*"), and in the course of such review has reviewed with Counsel (i) all agreements and understandings (whether written or oral) relating to the use and intended use of the Bond Financed Property, (ii) the use and intended use of the Bond Financed Property by any Person (as such terms are hereinafter defined) other than the Borrower, and (iii) the Borrower's use and intended use of the Bond Financed Property. The Borrower has identified to Counsel all agreements and understandings (whether written or oral) pertaining to the Bond Financed Property between the Borrower and any Person. "*Person*" means any natural person, firm, joint venture, association, partnership, business trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

One purpose of executing this Tax Agreement is to set forth various facts regarding the Bonds and to establish the expectations of the City and the Borrower as to future events regarding the Bonds and the Bond Financed Property. To the extent such facts do not relate directly to the City, the City is relying upon the certifications of the Borrower and the Initial Purchaser, which reliance is reasonable and prudent. The certifications and representations made herein and the expectations presented herein are intended, and may be relied on, as a certification of an officer of the City given in good faith as described in Section 1.148-2(b)(2) of the Regulations.

In connection with the Bonds, the undersigned hereby certify and covenant:

1. Purpose of the Bonds. On July 21, 1993, the Illinois Health Facilities Authority, as predecessor to the Illinois Finance Authority (the "*Authority*"), issued its \$14,430,000 Illinois

Health Facilities Authority Revenue Refunding Bonds, Series 1993B (Pekin Memorial Hospital) (the “*Series 1993B Bonds*”), of which \$10,315,000 aggregate principal amount is currently outstanding and its \$7,500,000 Illinois Health Facilities Authority Variable Rate Demand Revenue Bonds, Series 1993C (Pekin Memorial Hospital) (the “*Series 1993C Bonds*”), of which \$2,700,000 aggregate principal amount is currently outstanding. On September 16, 1997, the Authority issued its \$10,000,000 Illinois Health Facilities Authority Variable Rate Demand Bonds, Series 1997 (Pekin Memorial Hospital) (the “*Series 1997 Bonds*” and, together with the Series 1993B Bonds and the Series 1993C Bonds, the “*Refunded Bonds*”), of which \$10,000,000 aggregate principal amount is currently outstanding.

On the date hereof, the City will use proceeds of the Bonds (a) to currently refund the outstanding portion of the Refunded Bonds and (b) pay certain expenses incurred in connection with the issuance of the Bonds and the Refunded Bonds (the “*Financing Purposes*”).

2. No Common Plan of Financing. The Bonds will be considered a single issue for purposes of federal income taxation. Other than the Bonds, none of the City, the Borrower or any member of the same Controlled Group as the City or the Borrower has sold within 15 days prior to the date hereof or will sell within 15 days after the date hereof any other obligations, the interest on which is excluded from gross income for purposes of federal income taxation for the benefit of any member of the same Controlled Group as the Borrower.

3. Multipurpose Issue. The Bonds do not constitute a multipurpose issue within the meaning of Regulations Section 1.148-9(h).

4. No Reimbursement. No portion of the proceeds of the Bonds will be used to reimburse the Borrower for any expenditures made prior to Closing.

5. The Refunded Bonds.

(a) Issuance and Use. The Series 1993B Bonds were issued on July 21, 1993 (the “*1993 Issue Date*”) and consisted of \$14,430,000 variable rate bonds for which the final maturity was August 15, 2023. The Series 1993B Bonds were issued under a Bond Trust Indenture dated as of July 1, 1993 between the Authority and U.S. Bank National Association, as successor bond trustee.

The proceeds of the Series 1993B Bonds were used to: (i) refund the \$7,350,000 Illinois Health Facilities Authority Floating/Fixed Rate Revenue Bonds, Series 1985A (Pekin Memorial Hospital Project) and the \$9,950,000 Illinois Health Facilities Authority Floating/Fixed Rate Revenue Bonds, Series 1985B (Pekin Memorial Hospital Project) (collectively, the “*Series 1985 Bonds*”); (ii) reimburse the Borrower for the payment of certain costs of the acquisition, construction, renovation, remodeling and equipping of certain health facilities of the Borrower; and (iii) pay certain expenses incurred in connection with the issuance of the Series 1993B Bonds. As of the date hereof, all sale and investment proceeds of the Series 1993B Bonds have been spent.

The Series 1993C Bonds were issued on the 1993 Issue Date and consisted of \$7,500,000 variable rate bonds for which the final maturity was August 15, 2016. The Series 1993C Bonds

were issued under a Bond Trust Indenture dated as of July 1, 1993 between the Authority and U.S. Bank National Association, as successor bond trustee.

The proceeds of the Series 1993C Bonds were used, together with certain other funds, to: (i) reimburse the Borrower for the payment of certain costs of the acquisition, construction, renovation, remodeling and equipping of certain health facilities of the Borrower; (ii) refinance certain indebtedness of the Borrower; and (iii) pay certain expenses incurred in connection with the issuance of the Series 1993C Bonds. As of the date hereof, all sale and investment proceeds of the Series 1993C Bonds have been spent.

The Series 1997 Bonds were issued on July 16, 1997 and consisted of \$10,000,000 variable rate bonds for which the final maturity was August 15, 2017. The Series 1997 Bonds were issued under a Bond Trust Indenture dated as of July 1, 1997 between the Authority and The Bank of New York Mellon Trust Company, N.A., as successor bond trustee.

The proceeds of the Series 1997 Bonds were used, together with certain other funds, to: (i) pay and reimburse the Borrower for the costs of the acquisition, construction, renovation, remodeling and equipping of certain health facilities of the Borrower and Park Court Limited, an Illinois not for profit corporation and an affiliate of the Borrower; (ii) pay a portion of the interest on the Series 1997 Bonds; and (iii) pay certain expenses incurred in connection with the issuance of the Series 1997 Bonds. As of the date hereof, all sale and investment proceeds of the Series 1997 Bonds have been spent.

The Borrower represents that, immediately prior to Closing, no money or property of any kind (including cash) was on deposit in any fund or account, regardless of where held or the source thereof, with respect to the Refunded Bonds, or any obligations refunded, directly or indirectly, in whole or in part, with the proceeds of the Refunded Bonds, any obligations under any loan agreement related thereto, or any credit enhancement or liquidity device relating to any of the foregoing, or is legally required or otherwise restricted to pay the obligations of the Borrower, with respect to any of the foregoing. The Borrower represents that no money has ever been returned to any person after it had been deposited into any fund or account, regardless of where held or the source thereof, with respect to the Refunded Bonds, any obligations under the loan agreements relating to the foregoing, any credit enhancement or liquidity device relating to any of the foregoing, or which had been accumulated and was pledged to pay or the use of which was legally required to be or otherwise restricted to the payment of, directly or indirectly, any of the foregoing, other than as set forth above.

(b) Current Refunding. The proceeds of the Bonds will be used to pay principal on the Series 1993B Bonds on May 3, 2010 and on the Series 1993C Bonds and the Series 1997 Bonds on April 30, 2010. Such uses of the proceeds will be treated as a current refunding for all purposes of the Code.

6. Bond Financed Property. The “*Bond Financed Property*” is composed solely and exclusively of the assets listed on *Exhibit B* hereto, which consist of all of the assets to be financed, refinanced, or reimbursed, directly or indirectly, in whole or in part, from the proceeds of the Bonds (including investment earnings thereon). A description of each of the components of the Bond Financed Property is set forth below.

(a) Series 1993 Refunding Property. The Bond Financed Property includes certain expenditures of the Borrower originally financed with the proceeds of the Series 1993B Bonds, and the Series 1993C Bonds as set forth in Exhibit A to the Certificate Regarding the Project and the Expenditure of Funds dated July 21, 1993 (the “Series 1993 Project Certificate”) attached as *Exhibit G* hereto.

(b) Series 1997 Refunding Property. The Bond Financed Property includes certain expenditures of the Borrower originally financed with the proceeds of the Series 1997 Bonds, as set forth in the Exhibit A to the Certificate Regarding the Project and the Expenditure of Funds dated September 16, 1997 (the “Series 1997 Project Certificate” and, together with the Series 1993 Project Certificate, the “Prior Project Certificates”) attached as *Exhibit H*.

7. Nonsectarian Use. The Borrower has not permitted any portion of the Bond Financed Property to be used and will not permit any portion of the Bond Financed Property to be used (i) primarily for sectarian instruction or study or as a place of devotional activities or religious worship or as a facility used primarily in connection with any part of a program of a school or department of divinity for any religious denomination or the training of ministers, priests, rabbis or other similar persons in the field of religion or (ii) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State of Illinois and the decisions in the Supreme Court of the State of Illinois interpreting the same.

8. Private Use. The Borrower has not permitted and will not permit more than [2.0]% percent of the Bond Financed Property to be used by a Private User. A “*Private User*” is any Person, other than a governmental unit within the meaning of Sections 141 and 150 of the Code (as hereinafter defined) or a Tax-Exempt Organization (including the Borrower) engaged solely and exclusively in an activity with respect to the Bond Financed Property that does not constitute an Unrelated Trade or Business of such organization (including the Borrower) and would not constitute an Unrelated Trade or Business of the Borrower if carried on by the Borrower. A “*Tax-Exempt Organization*” means an organization that is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “*Code*”), which is exempt from federal income taxation under Section 501(a) of the Code and which is not a “*private foundation*” within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect. “*Unrelated Trade or Business*” means an activity that constitutes an “*unrelated trade or business*” within the meaning of Section 513(a) of the Code, without regard to whether such activity results in unrelated trade or business income subject to taxation under Section 512(a) of the Code.

Use of the Bond Financed Property by a Private User for purposes of this paragraph includes (i) any use pursuant to a service contract that does not comply with Internal Revenue Service Revenue Procedure 97-13, 1997-1 C.B. 632 as modified by Rev. Proc. 2001-39, 2001-2 C.B. 38 (or any subsequent legislative, regulatory, or administrative pronouncement to Rev. Proc. 97-13, if applicable to the Bond Financed Property) (“Rev. Proc. 97-13”) and (ii) any use pursuant to research agreements other than in accordance with the provision of Internal Revenue Service Revenue Procedure 2007-47, 2007-29 I.R.B. 108 (or any subsequent legislative,

regulatory, or administrative pronouncement to Rev. Proc. 2007-47, if applicable to the Bond Financed Property).

The Borrower has not and will not sell, lease, or otherwise dispose of, directly or indirectly, in whole or in part, whether for consideration or otherwise, any property or facilities constituting the Bond Financed Property or any portion thereof or interest therein except as permitted under the Loan Agreement.

[A portion of the oncology center located at 601 S. 13th Street, Pekin, Illinois, was financed with the proceeds of the Series 1997 Bonds. As shown on Exhibit B-1 hereto, 53.4% of the oncology center is leased to OSF Healthcare System and 46.6% is leased to Oncology Hematology Associates. OSF Healthcare System is a Tax-Exempt Organization and has covenanted to comply with the necessary use covenants of this Tax Agreement in order to maintain the tax-exempt status of the interest on the Bonds. Oncology Hematology Associates is Private User. As shown on Exhibit B-1 hereto, an amount equal to [\$284,782] of the Bonds has been allocated to the costs of the oncology center originally financed with the proceeds of the Series 1997 Bonds. Such amount has been taken into account in calculating the percentage set forth in the first paragraph of this Section 8.]

The Borrower hereby covenants and agrees that within one year of the date of issuance of the Bonds, it will amend the contract listed Exhibit B-2 to comply with Rev. Proc. 97-13.

9. Private Payment of or Security for Bonds. The Borrower has not and will not (a) secure, directly or indirectly, more than five percent (5%), in the aggregate, of principal or interest on the Bonds by (1) any interest in property used or to be used by any Private User or (2) any payments in respect of property used or to be used by any Private User, or (b) directly or indirectly, cause or permit more than five percent (5%), in the aggregate, of principal or interest on the Bonds to be derived from payments (whether or not to the City or by the Borrower) in respect of property, or borrowed money, used or to be used by any Private User.

10. No Loan of Proceeds. No portion of the proceeds of the Bonds or any other obligations financed or refinanced, directly or indirectly, in whole or in part, with the proceeds of the Bonds has been or will be loaned, directly or indirectly, by the Borrower or any other Person to any Person, other than the loan of proceeds by the City to the Borrower with respect to the Bonds.

11. Ownership of Bond Financed Property. The Borrower reasonably expects that it will continuously own the Bond Financed Property so long as any amount is owed pursuant to the Bonds. Except as described above, the Borrower will not sell, lease or otherwise dispose of any portion of the Bond Financed Property prior to the repayment of the Bonds.

12. 2% Cost of Issuance Limit. The Borrower has estimated that \$320,600 of the proceeds of the Bonds will be used to pay costs relating to the issuance of the Bonds (within the meaning of Section 147(g) of the Code), which amount does not exceed 2% of the proceeds of the Bonds.

13. 120% Test. 120% of the weighted average of the reasonably expected economic life of the Bond Financed Property, determined as of the date hereof, is not less than 6.61 years

(as calculated on *Exhibit B, Schedule B-3*). In calculating such economic life, each item of the Bond Financed Property has been assigned an estimated economic life by the Borrower. The actual economic life of each item is reasonably expected to equal or exceed the estimate assigned to such item by the Borrower, based upon the historical experience of the Borrower with substantially similar property and taking into account obsolescence caused by technological changes. The Initial Purchaser has certified that the weighted average maturity of the Bonds is _____ years as shown on *Exhibit C* hereto. Based on the foregoing, the weighted average maturity of the Bonds is less than 120% of the weighted average of the reasonably expected economic life of the Bond Financed Property.

14. No Federal Guarantee. Except for investments of the type described in the last sentence of this paragraph, no portion of the payment of principal or interest with respect to the Bonds, the underlying repayment obligation for loans, or any credit enhancement or liquidity device relating to either of the foregoing is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). No portion of the Bonds has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof), or invested (directly or indirectly) in federally insured deposits or accounts. In addition, no portion of the payment of principal or interest on the Bonds, the obligations of the Borrower under the Loan Agreement, or any credit enhancement or liquidity device relating to the Bonds (a “*Related Obligation*”) has been or will be otherwise directly or indirectly guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof). During the Flex Private Placement Rate Period, payments will be made by the Borrower directly to the Initial Purchaser on the dates set forth in the Bond Indenture and the Loan Agreement and no bona fide debt service fund or reserve fund is reasonably expected to be established. The foregoing provisions do not apply to proceeds of the Bonds invested for an initial temporary period until such proceeds are needed for the purpose for which said obligations were issued as described in Section 148(c) of the Code or relevant provision under prior law, investments in a bona fide debt service fund as defined in Section 1.148-1(b) of the Regulations, investments in a reserve fund that meets the requirements of Section 148(d) of the Code or relevant provision under prior law, investments in obligations issued by the United States Treasury, or any other investments permitted under regulations issued by the Internal Revenue Service.

15. Form 8038. The information contained in the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, attached hereto as *Exhibit D* is true and complete.

16. Section 147(e) Representation. No portion of the Bond Financed Property is a part of, has been or will be used as an airplane, sky box or other private luxury box, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

17. Residential Rental Property. No portion of the proceeds of the Bonds or the Refunded Bonds (including any investment earnings thereon) has been or will be used to finance or refinance, directly or indirectly, in whole or in part, property containing one or more units with separate and complete facilities for living, sleeping, eating, cooking, and sanitation for one or more persons.

18. Qualified Tax-Exempt Obligations. The Borrower has designated the Bonds as “*Qualified Tax-Exempt Obligations*” in the Approving Ordinance, pursuant to and as defined in Section 265(b)(3) of the Code. The Borrower has not designated and will not designate more than \$30 million principal amount of Tax-Exempt Obligations (including the Bonds) during the current calendar year (2010). The Borrower does not reasonably anticipate that it will borrow in the aggregate more than \$30 million principal amount of Tax-Exempt Obligations during the current calendar year. In applying this \$30 million limitation, the Borrower has taken into account (i) Tax-Exempt Obligations that it has borrowed and anticipates borrowing and (ii) Tax-Exempt Obligations that any Persons related to the Borrower within the meaning of Section 144(a)(3) of the Code and Section 145(b)(3) of the Code (each a “*Related Person*”) has borrowed or anticipates borrowing. The Borrower hereby covenants that it will not borrow or permit any Related Person of the Borrower to borrow Qualified Tax-Exempt Obligations (including the Bonds) which exceed the aggregate principal amount of \$30,000,000 during the current calendar year unless the Borrower obtains an opinion of Bond Counsel to the effect that such borrowing will not adversely affect the treatment of the Bonds as “*Qualified Tax-Exempt Obligations*” pursuant to and as defined in Section 265(b)(3) of the Code. A “*Tax-Exempt Obligations*” means an obligation described in Section 103(a) of the Code, the interest on which is not includible in the gross income of the owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code.

19. No Replacement. (a) After the issuance of the Bonds on this date, neither the City, the Borrower, nor any member of the same Controlled Group as the City or the Borrower has on hand any property, including cash and securities, that has a sufficiently direct nexus to the purposes financed with the Bonds to support the conclusion that such property would have been applied or used for such purposes if the Bonds had not been issued.

“*Controlled Group*” means a group of entities directly or indirectly subject to control by the same entity or group of entities, including the entity that has the control of the other entities.

(b) Neither the City, the Borrower nor any member of the same Controlled Group as the City or the Borrower has established or expects to establish any Replacement Proceeds. “*Replacement Proceeds*” means (a) amounts in debt service funds, redemption funds, reserve funds, replacement funds, or any similar funds, to the extent reasonably expected to be used directly or indirectly to pay principal of or interest on the Bonds, amounts due on the Bonds, or under the Bond Indenture or the Loan Agreement, or the obligations arising under any Related Obligations, (b) any amounts for which there is provided, directly or indirectly, a reasonable assurance, in substance, that the amounts will be available to pay principal of or interest on the Bonds, amounts due under the Bond Indenture or the Loan Agreement or the obligations under any credit enhancement or liquidity device with respect to the Bonds, or the Bond Indenture, or the Loan Agreement, or the obligations arising under any Related Obligation, even if the City or the Borrower encounters financial difficulties, including any liquidity device or negative pledge to the extent described in Section 1.148-1(c)(3)(ii) of the Regulations, and (c) any other amounts treated as replacement proceeds under Section 1.148-1(c) of the Regulations.

(c) Except for the security interest granted in the Bond Financed Property, no property has been or is expected to be pledged or otherwise restricted (no matter where held or

the source thereof) to provide reasonable assurance, in the event the City or the Borrower or any member of the same Controlled Group as the City or the Borrower encounters financial difficulty, of its availability to be used, directly or indirectly, for the payment of amounts due or to become due on the Bonds, the Bond Indenture, the Loan Agreement or any Related Obligation. No compensating balance, negative pledge of cash or securities, liquidity account or similar arrangement exists with respect to, in any way, the Bonds, the Bond Indenture, the Loan Agreement or any Related Obligation.

(d) No portion of the Bonds is being issued solely for the purpose of investing the proceeds thereof at a yield higher than the yield on the Bonds.

(e) The term of the Bonds is not longer than is reasonably necessary for the governmental purposes of the Bonds. The weighted average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Bond Financed Property, determined under Section 147(b) of the Code, as evidenced in paragraph 15 above.

20. Hospital Bonds. At least 95% of the proceeds of the Bonds will be used to finance or refinance in whole or in part, directly or indirectly, uses or facilities which satisfy each of the following criteria:

1. is part of, or used as part of, a facility that is accredited by The Joint Commission;
2. is used in a facility that is used to provide Primarily (as hereinafter defined) to inpatients, by or under the supervision of physicians, diagnostic services and therapeutic services for medical diagnosis, treatment, and care of the injured, disabled, or sick persons;
3. is used in a facility that has a requirement that every patient be under the care and supervision of a physician;
4. is used in a facility that provides Primarily to inpatients 24-hour nursing services rendered or supervised by a registered professional nurse and has a licensed practical nurse or registered nurse on duty at all times; and
5. is not a rest or nursing home, or other similar facility, elderly care or retirement facility, or area day care center, medical school facility or research laboratory.

For purposes of the foregoing, "Primarily" means that at least 51% of the space in such facility is devoted to inpatient services.

21. Bonds to Remain Tax Exempt. The Borrower will take any and all actions lawfully within its powers to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The Borrower will not take or permit any action to be taken, nor intentionally use any portion of the proceeds of the Bonds in a manner, which would cause the Bonds to constitute an arbitrage bond under Section 148 of the Code or violate the provisions of that Section.

22. No Hedges. Neither the Borrower, the City nor any other member of the same Controlled Group as the Borrower or the City has entered into any hedge (*e.g.*, an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to the Bonds. The Borrower acknowledges that any such hedge could affect the calculation of such yield on the Bonds under the Regulations, and that the Internal Revenue Service could recalculate such yield if the failure to account for the hedge fails to clearly reflect the economic substance of the transaction.

23. No Sinking Fund; Collateral. During the period that the Bonds bear interest at a Flex Private Placement Rate and are held by the Initial Purchaser, the Borrower will not establish any sinking fund, debt service fund, redemption fund, reserve fund, replacement fund or similar fund to be used to pay, directly or indirectly, principal or interest on the Bonds. The City has not pledged or otherwise restricted and does not expect to pledge or restrict any other funds or property which as a result of the pledge or restriction would be reasonably assured to be available to pay, directly or indirectly, principal or interest on the Bonds, even if the City encounters financial difficulties.

24. No Special Arrangement. Neither the City nor any member of the same Controlled Group of the City has or will enter into any arrangement, formal or informal, for the purchase of any interest in the Bonds in an amount related to the amount made available to the City pursuant to the Bond Indenture.

25. Program Representation. The loan to the Borrower constitutes part of a program meeting the following requirements: (a) the program involves the acquisition by the City of obligations of 501(c)(3) organizations, (b) at least 95% of such acquired obligations, by amount or cost outstanding, will be obligations of 501(c)(3) organizations, (c) at least 95% of the amounts received by the City with respect to such obligations will be used for debt service on its bonds or to reimburse or to pay administrative costs of issuing bonds or administrative costs directly related to the program, and (d) the program documents provide that neither the Borrower nor any member of the same Controlled Group as the Borrower shall purchase obligations issued by the City in an amount related to the amount of the obligation acquired from such persons by the City.

26. Issue Price. The issue price of the Bonds, based on certain information provided by the Initial Purchaser (see *Exhibit C*) is equal to the original principal amount of the Bonds.

27. Arbitrage; Rebate. The Borrower has covenanted in the Loan Agreement and hereby confirms that it will cause the rebate, if any, due to the United States under Section 148(f) of the Code with respect to moneys and investments held under the Bond Indenture or the Escrow Agreement to be paid. The Borrower also will take any and all other actions lawfully within its powers to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The Borrower will not take or permit any action to be taken, nor intentionally use any portion of the proceeds of the Loan Agreement in a manner which would cause the Bonds to constitute arbitrage bonds under Section 148 of the Code or violate the provisions of that Section. Attached as *Exhibit E* is a letter from Bond Counsel which discusses generally some of these topics.

Based on the covenant of the Borrower in the previous paragraph, the City hereby covenants that it will cause the rebate, if any, due to the United States under Section 148(f) of the Code with respect to moneys and investments held under the Loan Agreement or the Escrow Agreement to be paid. The City also will take any and all other actions lawfully within its powers so as to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds. The City will not take or permit any action to be taken, nor intentionally use any portion of the proceeds of the Bonds in a manner which would cause the Bonds to constitute arbitrage bonds under Section 148 of the Code or violate the provisions of that Section. Notwithstanding the foregoing, the Borrower acknowledges that the City has no pecuniary obligation to make any payments with respect to the Bonds, including the payments of any rebate due under Section 148(f) of the Code, except for payments out of amounts paid by the Borrower under the Loan Agreement.

28. Other Payments. The City is imposing a fee on the Borrower equal to [\$81,000].

Except for (a) Payments, (b) costs of issuance relating to the Bonds, and (c) the fees of the City as set forth above, no consideration, in cash or in kind, is being or will be paid by any person to any person in connection with, or relating to, issuing, carrying or redeeming the Bonds or issuing, carrying, or repaying the Bonds, or amounts owing under the Bond Indenture.

29. Future Events. The City and the Borrower acknowledge that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements and agree that Bond Counsel will be contacted if such changes do occur.

30. Changes with Opinion of Bond Counsel. Any restriction or covenant contained herein need not be observed or may be changed if the City and the Borrower receive an opinion of Bond Counsel addressed to the Initial Purchaser to the effect that such noncompliance or change will not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

31. Recordkeeping. Bond Counsel has recommended to the Borrower that it comply with the recordkeeping policy set forth in *Exhibit F* hereto, as such recordkeeping recommendations may be modified from time to time by the Internal Revenue Service or the United States Treasury Department.

The undersigned have examined and are familiar with this Tax Agreement and all of the attachments hereto, and hereby certify that all of the statements, facts and information contained herein and therein are true, complete and correct and do not omit to state a material fact necessary to make the statements, facts or information contained herein or therein, in light of the circumstances under which they were made, not misleading.

Witness our signatures this 30th day of March, 2010.

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

By: _____
Mayor

PEKIN MEMORIAL HOSPITAL

By: _____
Chief Financial Officer

EXHIBIT A

SCHEDULE OF ELECTIONS

With regard to the \$_____ Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital) (the “Bonds”), of the City of Pekin, Tazewell County, Illinois (the “City”) hereby makes the elections indicated below with an “X.” Any election below that has not been marked with an “X” has *not* been made:

SELECTION OF INITIAL COMPUTATION PERIODS

☐ The City hereby selects under Treas. Reg. Section 1.148-3(e)(1)(i) the last day of the bond year occurring in each of the following calendar years as computation periods:

This election is being made on or before the first date that rebate is required to be paid.

SELECTION OF SUBSEQUENT COMPUTATION PERIODS

☐ The City hereby selects under Treas. Reg. Section 1.148-3(e)(1)(ii) to treat the last day of each bond year ending after _____, ____ as a computation date. *This election is being made on or before the first date that rebate is required to be paid.*

☐ The City hereby selects under Treas. Reg. Section 1.148-3(e)(1)(ii) to treat the end of each fifth bond year ending after _____, ____ as a computation date. *This election is being made on or before the first date that rebate is required to be paid.*

WAIVER OF PROGRAM INVESTMENT TREATMENT

☐ The City hereby waives under Treas. Reg. Section 1.148-1(b) the characterization of its purpose investment as a qualified program investment. *This waiver may be made at any time.*

ELECTION TO WAIVE TEMPORARY PERIODS OR REASONABLY REQUIRED RESERVE OR REPLACEMENT FUND

☐ The City hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) its right to invest amounts in the following funds or accounts in higher yielding investments:

This waiver applies to any exceptions to Yield restriction that might otherwise apply to such amounts for a temporary period or as part of a reasonably required reserve fund. *This election is being made on or before the issue date of the Bonds.*

WAIVER OF MINOR PORTION

☐ The City hereby waives under Treas. Reg. Section 1.148-2(h) or Treas. Reg. Section 1.148-9(g) described below its right to invest amounts in the funds or accounts described below in higher yielding investments as a result of any available minor portion.

This waiver may be made at any time.

ELECTION AS TO POOLED FINANCING BONDS

☐ The City hereby elects under Section 148(f)(4)(C)(xi) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(b)(6)(ii) to have the spending exceptions to rebate be (i) determined separately for each loan made to a conduit borrower and (ii) begin on the earlier of the date the loan is made or the first day following the one-year period beginning on the issue date of the Bonds and subject to rebate the available construction proceeds prior to the date on which the spending period for such proceeds begins (as determined above). *This election is being made on or before the issue date of the Bonds.*

ELECTION TO TREAT PORTIONS OF THE ISSUE SEPARATELY

☐ The City hereby elects under Section 148(f)(4)(C)(v) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(j)(1) to treat a portion of the issue (the “Construction Portion”) with an issue price of \$_____ (which portion contains 100 percent of the Bonds to be used for construction expenditures, plus an amount for non-construction expenditures, not to exceed 25% of the entire Construction Portion, with respect to property owned by a governmental unit or a Section 501(c)(3) organization and the entire remaining portion of the Bonds (other than any portion of the Bonds being used for refunding purposes) as separate issues for purposes of Section 148(f)(4)(C) of the Code and Treas. Reg. Section 1.148-7(e). The City reasonably expects, as of this date, that the construction portion will finance all of the construction expenditures to be financed by the Bonds. *This election is being made on or before the issue date of the Bonds.*

ELECTION TO REBATE ON EARNINGS ON RESERVE

☐ The City hereby elects under Section 148(f)(4)(C)(vi)(IV) of the Internal Revenue Code of 1986 (the “Code”), and Treas. Reg. Section 1.148-7(i)(2) to exclude from available construction proceeds earnings on the _____ (a reasonably required reserve or

replacement fund) and apply the rebate requirements of Section 148(f)(2) of the Code to such earnings. *This election is being made on or before the issue date of the Bonds.*

ELECTION-OUT OF REASONABLE EXPECTATIONS

☐ The City hereby elects under Treas. Reg. Section 1.148-7(f)(2) to apply the provisions of Treas. Reg. Sections 1.148-7(e) through 1.148-7(m), relating to the two-year construction expenditure rule based on actual facts rather than based on the City's reasonable expenditures. *This election is being made on or before the issue date of the Bonds (except in the case of certain in pooled financings).*

ELECTION TO PAY PENALTY INSTEAD OF REBATE (THE "1.5 PERCENT PENALTY")

☐ The City hereby irrevocably elects under Section 148(f)(4)(C)(vii) of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.148-7(k) to pay a 1.5 Percent Penalty in lieu of rebate. *This election is being made on or before the issue date of the Bonds (except in the case of certain pooled financings).*

ELECTION TO TERMINATE 1.5 PERCENT PENALTY AFTER THE END OF THE INITIAL TEMPORARY PERIOD

☐ Under Section 148(f)(4)(C)(viii) of the Internal Revenue Code of 1986 (the "Code"), and Treas. Reg. Section 1.148-7(1)(1), the City hereby irrevocably elects to terminate (and pay a three percent (3%) penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). *This election is being made not later than 90 days after the earlier of the end of the initial temporary period or the date on which construction is substantially completed.*

ELECTION TO TERMINATE THE 1.5 PERCENT PENALTY BEFORE THE END OF THE INITIAL TEMPORARY PERIOD

☐ Under Section 148(f)(4)(C)(ix) of the Internal Revenue Code of 1986 (the "Code"), and Treas. Reg. Section 1.148-7(1)(2), the City hereby irrevocably elects to terminate (and pay the three percent (3%) penalty in lieu thereof) the 1.5 Percent Penalty previously elected under Section 148(f)(4)(C)(vii) of the Code and Treas. Reg. Section 1.148-7(k). The amount of available construction proceeds that will not be spent for the governmental purposes of the issue is equal to \$_____. *This election is being made before the close of the initial temporary period and not later than 90 days after construction was substantially completed.*

ELECTIVE RETROACTIVE APPLICATION OF FINAL REGULATIONS IN WHOLE

☐ The City hereby elects under Treas. Reg. Section 1.148-11(b) to apply the provisions of Treas. Reg. Sections 1.148-1 through 1.148-11 to the Bonds. The Bonds were outstanding on June 30, 1993, and are subject to Section 148(f) of the Code or to Section 103(c)(6) or 103A(i) of the Internal Revenue Code of 1954. *This election may be made at any time.*

ELECTIVE RETROACTIVE APPLICATION OF CERTAIN PROVISIONS OF FINAL REGULATIONS

☐ The City hereby elects under Treas. Reg. Section 1.148-11(c) to apply the commingled reserve rules contained in Treas. Reg. Section 1.148-6(e) to all issues issued prior to August 15, 1993 secured by such commingled reserve. At least one issue secured by such commingled fund was issued after June 30, 1993 or the City elected to apply the provisions of Treas. Reg. Sections 1.148-1 through 1.148-11 to such issue. *This election may be made at any time.*

☐ The City hereby elects under Treas. Reg. Section 1.148-11(c) to apply the rules contained in Treas. Reg. Section 1.148-5(c)(3)(i)(F) to _____ (the "Prior Issue") allowing the City to make Yield Reduction Payments with regard to amounts in a refunding escrow that have or will become replacement (sinking fund) proceeds of the Prior Issue. The Prior Issue was issued on or before June 30, 1993 and was refunded by the Bonds. The Bonds were issued on or before August 15, 1993. *This election may be made at any time.*

ELECTION TO ALLOCATE BONDS

☐ The City hereby allocates the following Bonds among the separate purposes of the issue pursuant to Treas. Reg. Section 1.141-13(d) and 1.148-9(h):

Purpose 1:

Description of Bonds:

Purpose 2:

Description of Bonds:

The aggregate proceeds, investments, and bonds will be allocated among the separate purposes of the issue, using a reasonable consistently applied allocation method, as follows:

The proceeds, investments, and bonds of the multipurpose issue have been allocated among the various separate purposes of the issue using a reasonable, consistently applied allocation method (such allocation, a “*Multipurpose Bond Allocation*”), which does not achieve more favorable results under Section 141 than could be achieved with actual separate issues. Regulations Sections 1.141-13(d) and 1.148-9(h) apply to allocations of multipurpose issues, including allocations involving the refunding purposes of the issue. An allocation is not reasonable if it achieves more favorable results under Code Section 141 than could be achieved with actual separate issues. Generally, the issue to be allocated and each of the separate issues under the allocation must consist of one or more tax-exempt bonds. Allocations must be made pursuant to Regulations Sections 1.141-13(d) and 1.148-9(h), must be consistent for purposes of Code Sections 141 and 148 and are applicable for all purposes of Code Sections 141 (including coordination with volume cap where the nonqualified amount exceeds \$15,000,000) and 148, other than Code Sections 141(c)(1) (private loan bonds) and 141(d)(1) (acquisition of nongovernmental output property).

Separate purposes of a multipurpose issue under Regulations Section 1.148-9(h)(3) include refunding a separate prior issue, financing a separate purpose investment, financing a construction issue (as defined in Regulations Section 1.148-7(f)), and any clearly discrete governmental purpose reasonably expected to be financed by that issue. In general, all integrated or functionally related capital projects that qualify for the same initial temporary period under Regulations Section 1.148-2(e)(2) are treated as having a single governmental purpose. The separate purposes of a refunding issue include the separate purposes of the prior issue, if any. Separate purposes may be treated as a single purpose if the proceeds used to finance those purposes are eligible for the same initial temporary period under Section 148(c). Common costs of a multipurpose issue are not separate purposes. Common costs include issuance costs, accrued interest, capitalized interest on the issue, a reserve or replacement fund, qualified guarantee fees, and similar costs properly allocable to the separate purposes of the issue. *This Multipurpose Bond Allocation election may be made at any time.*

If the proceeds, investments, and bonds of the multipurpose issue have not been specifically allocated among the various separate purposes of the issue as of the Closing, such allocation may be made at any time, in accordance with the above Multipurpose Bond Allocation rules, but once made, may not be changed.

No Elections Made

Authorized Representative of the City

EXHIBIT B-1

BOND PROCEEDS ALLOCABLE TO PRIVATE USE OF CANCER CENTER

Cancer Center- Fixed Asset Acquisitions

<u>Asset ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>		
3098001	3/1/1998	Plumbing	50,217.30		
3098002	3/1/1998	Roofing	58,605.50		
3098003	3/1/1998	Flooring	17,335.00		
3098004	3/1/1998	Electrical	63,205.70		
3098005	3/1/1998	Building	611,119.10	65.9%	***
3098006	3/1/1998	Architecture	86,568.31		
3098007	3/1/1998	Building(add to 3098005)	7,318.60		
5095049	3/1/1998	Cabinets	28,026.50		
5095050	3/1/1998	Lockers	856.90		
1098001	3/1/1998	Sewer System	4,700.00		
			927,952.91		

*** Portion Financed by Bond Proceeds

	<u>Square Feet</u>	
OSF Lease	3,039	53.4%
Oncology Associates	2,648	46.6%
	5,687	
Common Areas		

Total Building Square Feet 5,900

\$611,119

X.466=284,782

EXHIBIT B-2

CONTRACT TO BE AMENDED

[to come]

EXHIBIT B, SCHEDULE B-3

SERIES 1997 REFUNDING PROPERTY

EXHIBIT B-3

**WEIGHTED AVERAGE REMAINING ECONOMIC LIFE IN YEARS OF THE
REFUNDED PROPERTY**

<u>Asset</u>	(A) <u>Original Cost</u>	(B) <u>Remaining Economic Life in Years</u>	<u>(A) x (B)</u>
--------------	-----------------------------	--	------------------

[See Attached Schedule]

EXHIBIT C

CERTIFICATE OF INITIAL PURCHASER

The undersigned is an officer of U.S. Bank National Association. (the “*Initial Purchaser*”) and does hereby certify as follows:

1. The Initial Purchaser is purchasing the \$_____ City of Pekin, Tazewell County, Illinois Revenue Refunding Bonds, Series 2010 (Pekin Memorial Hospital) (the “*Bonds*”) of the City of Pekin, Tazewell County, Illinois at par, plus accrued interest of \$-0-.

2. The Initial Purchaser is the first buyer of the Bonds and is buying the Bonds as an investment for its own account or the account of a related entity 100% of whose common stock is directly or indirectly owned by the Initial Purchaser or any of its affiliates (a “*Related Entity*”) with no intention to resell the Bonds other than to a Related Entity. The foregoing notwithstanding the Initial Purchaser retains the right to sell to another person in a transaction in compliance with the terms of the Bonds and applicable law.

3. The Initial Purchaser purchased the Bonds in a bona fide arms’ length transaction.

4. The weighted average maturity of the Bonds is ____ years.

All terms not defined herein shall have the same meanings as in the Tax Exemption Agreement with respect to the Bonds, to which this Certificate is attached.

Date: March 30, 2010

U.S. BANK NATIONAL ASSOCIATION

By: _____

Its: _____

EXHIBIT D

COPY OF IRS FORM 8038

[See Item __ in the transcript]

EXHIBIT E
REBATE LETTER OF BOND COUNSEL

March 30, 2010

City of Pekin, Tazewell County, Illinois
Pekin, Illinois

Pekin Memorial Hospital
Pekin, Illinois

Re: \$_____ City of Pekin, Tazewell County, Illinois Revenue
Refunding Bonds, Series 2010 (Pekin Memorial Hospital)

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the execution and delivery on this date of the above-referenced Revenue Bonds (collectively, the “*Bonds*”). The Series 2010 Bonds will be issued pursuant to a Bond Trust Indenture dated as of March 1, 2010 (the “*Bond Indenture*”) between the City of Pekin, Tazewell County, Illinois (the “*City*”) and U.S. Bank National Association. (the “*Bond Trustee*”). All terms used herein shall have the meaning assigned in the Bond Indenture. You have agreed to comply with the arbitrage rebate requirements of Section 148 of the Internal Revenue Code of 1986. The purpose of this letter is to set out generally the rules that you must follow to comply with such requirements. This letter does not describe how to actually compute the amount to be rebated to the United States, and due to the complexity involved, the computation will, in all likelihood, require consultation with an expert.

The Internal Revenue Service has issued final, temporary and proposed regulations relating to arbitrage and rebate matters. This letter is based on those regulations, which are subject to change in the future. Such changes may require future recalculation of rebate amounts. For these reasons it is very important for you and your tax advisors to keep abreast of developments in this area. Please feel free to call us from time to time for current developments.

The Borrower has represented in the Tax Exemption Agreement that Payments will be made directly to the Initial Purchaser prior to the day, such Loan Payments are due. If such facts or expectations change, please call us since it is likely that certain of the following rules will thereafter apply to the Bonds. Please note that the rules in addition to the rebate rules discussed herein governing permissible yield on investments may become applicable to the Bonds. In some cases, the payment of rebate may assist in compliance with the yield restriction requirements. Thus, rebate compliance and yield restriction may operate together rather than independently. In any case, rebate compliance is essential to the maintenance of the tax exemption of interest on the Bonds even if no amounts are subject to yield restriction. Terms not defined herein shall have the meanings set forth in the Tax Exemption Agreement. Yield is defined in the Code.

General Rule. Every five years and at the final retirement of the Bonds you must compute and pay (as described below) to the United States the difference (the “*Excess Earnings*”) between the amount earned on all investments and reinvestments of “*Gross Proceeds*” (as defined in the Tax Exemption Agreement) of the Bonds (“*Actual Earnings*”) and the amount that would have been earned (the “*Allowable Earnings*”) if Gross Proceeds had been invested at the Yield on the Bonds (“*Bond Yield*”). Earnings to be taken into account are not determined under normal tax accounting principles. In addition to taking into account earnings received (either actually or constructively), receipts with respect to investments that have not been liquidated are computed by assuming that such investments are, in essence, converted to cash as of each computation date (as such dates are described below). The “*cash value*” of investments determined in this manner is subject to many special rules. Under many circumstances, the “*market value*” of an investment may be used. The application of these rules is complex and in all likelihood will require consultation with an expert.

To properly plan for the eventual payment of rebate to the United States, we suggest that you make annual calculations estimating rebate liability. You may wish to establish a “*rebate fund*” into which you deposit annual estimates of rebate liability so that the payment to the United States may be made from amounts set aside. Federal tax law does not however, require such set asides. In any event, we strongly encourage you to make an annual estimate of the rebate liability. The calculations can be lengthy and often produce surprising results.

Phantom Income. With certain exceptions, amounts paid for administrative costs are not treated as increasing earnings for purposes of rebate calculations. Administrative costs that do not increase earnings are reasonable, direct administrative costs, other than carrying costs, and generally include brokerage commissions for the purchase of investment agreements (but only to the extent that the commission does not exceed a “*reasonable*” amount or qualifies for the safe harbor set forth in Regulation Section 1.148-5(e)(2)(iii)) and separately stated brokerage or selling commissions (but not legal and accounting fees, record keeping, custody and similar costs and expenses).

Computation Dates. Each calculation of Excess Earnings should be made as of a “*Computation Date*.” The Computation Date should be the same date in each calendar year (except that the final Computation Date should be the date on which the Bonds are actually retired). As indicated above, a Computation Date is required at least every five years. The first Computation Date must be on or before the fifth anniversary of the issuance of the Bonds. Each Computation Date, other than the Final Computation Date, is the end of a bond year. A bond year ends on any date you choose within one year of the issuance of the Bonds. If you do not choose an ending date for a bond year, it will be the anniversary date of the issuance of Bonds.

Bond Yield. For fixed rate issues such as the Bonds, generally Bond Yield is calculated based upon expected payments of principal of and interest on the Bonds (including amounts treated as interest). Bond Yield on a fixed rate issue is generally not required to be recalculated after the date of issuance except under certain limited circumstances. Generally, recomputation is required upon changes in hedging transactions (*e.g.*, purchase or termination of a swap) or the transfer of rights associated with the Bonds (*e.g.*, sale of a call option). The actual rules for computing Bond Yield are quite complex, and if Bond Yield must be calculated or recalculated, an expert should be consulted.

Gross Proceeds. Based on the facts and expectations presented in the Tax Exemption Agreement, the Gross Proceeds are all moneys and investments in the funds and accounts (regardless of where held) listed on *Appendix A*. If, contrary to the expectations described in the Tax Exemption Agreement, moneys or investments are pledged or otherwise set aside for payment of principal of or interest on the Bonds, such amounts may also constitute Gross Proceeds.

Universal Cap. Gross Proceeds will cease to be allocated to the Bonds (and will therefore be treated as if spent) if the amount of Gross Proceeds exceeds the outstanding amount of the Bonds (the “*Universal Cap*”). Although special rules are applicable in the case of discount bonds, the outstanding amount of bonds is roughly equal to the outstanding principal amount. Generally, but not always, the market value of investments is used to test the amount of Gross Proceeds. The Universal Cap may cause allocations on the second anniversary of the issue date and as of the first day of each bond year thereafter.

Commingled Funds. Funds allocated to two or more issues, or containing amounts that are not Gross Proceeds of the Bonds and amounts that are Gross Proceeds of the Bonds (including, for example, parity reserve funds) in which amounts are invested collectively without regard to source of funds must be treated as commingled funds. Investment earnings on commingled funds must be allocated to the Gross Proceeds of the Bonds according to a consistently applied reasonable ratable allocation method. Such method, for example, may be based on average daily balances. Investments in commingled funds must be valued annually to properly allocate unrealized gain or loss to the Gross Proceeds of the Bonds. This marked to market requirement does not apply to commingled debt service or debt service reserve funds and will generally not apply if the weighted average maturity of all investments held in the commingled fund during a particular fiscal year does not exceed 18 months.

Bona Fide Debt Service Fund Exception to the General Rule. If the aggregate earnings in bona fide debt service funds in a bond year (as described above under “*Computation Dates*”) are less than \$100,000, they will not be subject to the rebate requirement and you may keep such earnings for that year. Except as described in the next sentence, if during such period earnings on such funds are \$100,000 or greater, all such earnings will be subject to rebate. However, if the average annual debt service on the Bonds is no more than \$2,500,000, all such earnings on amounts on deposit in such funds will not be subject to rebate. To the extent that any fund ceases to be a “*bona fide debt serve fund*,” some fund moneys may be subject to the rebate requirement (if this occurs, please call us for advice).

Six-Month Exception to the General Rule. If all Gross Proceeds (including earnings thereon) are spent within six months of the date the Bonds are issued, other than amounts deposited in a reasonably required reserve fund or a bona fide debt service fund, no rebate is required, except as described below in the case of an issue secured by a reasonably required reserve fund. If all Gross Proceeds (including earnings thereon) required to be spent are so spent within this six-month period, except for the lesser of 5% of Bond proceeds or \$100,000, and you spend the 5% or \$100,000, as appropriate (plus earnings thereon) within one year from the date hereof, no rebate is required, except as described below in the case of an issue secured by a reasonably required reserve fund. If the issue is secured by a reasonably required reserve fund, rebate is required on the reserve fund from the date the Bonds are issued, but not on the other

funds. To qualify for the six-month exception, there must be no collateral having a yield (as contrasted with a mortgage of real property) pledged to, or otherwise available for, the payment of the Bonds, other than a reasonably required reserve or replacement fund or a bona fide debt service fund. Even if you qualify for this exception, you may have to rebate with respect to any amounts that arise or are pledged to the payment of the Bonds at a later date. If this occurs, please call us for advice.

Tax Exempt Obligation Exception to the General Rule. To the extent that any gross proceeds are invested in tax exempt obligations (generally not including as tax exempt obligations those subject to the individual alternative minimum tax), the earnings thereon would not be considered when calculating Excess Earnings. To the extent that 100% of gross proceeds are continually invested in tax exempt obligations, there would be no rebate requirement. Please call us for advice if you plan to use this exception.

Investment of Rebate Fund and Other Funds. Investments of moneys in any rebate fund and any other fund must be made in arm's length transactions in a manner that does not reduce the amount to be deposited in the rebate fund or rebated to the United States. Investment decisions (other than the decision to invest in tax exempt obligations to avoid rebate) must be made on the basis of normal investment criteria of safety, yield and when the money will be needed. All interest rates and yields must be market rates and yields. Money must not be allowed to remain uninvested except for small amounts or for short periods of time. Specific rules exist for certificates of deposit and investment agreements (including repurchase agreements). Please call us for advice if you plan to make any such investments.

Rebate Payments. Within 60 days after the Computation Date that is the end of the fifth bond year and every fifth bond year thereafter, at least 90% of the Excess Earnings and all earnings on the Excess Earnings (net of an appropriate credit, which depends on whether unexpended Gross Proceeds continue to exist) must be paid to the United States. Within 60 days of final payment of principal and interest on the Bonds, all Excess Earnings and all earnings on the Excess Earnings (net of the credit) must be paid to the United States. Mailing instructions are contained in *Appendix B*.

Respectfully submitted,

JONES DAY

Appendix A
Gross Proceeds*

Escrow Fund

* If contrary to the expectations described in the Tax Exemption Agreement, moneys or investments are pledged or otherwise set aside for payment of principal or of interest on the Bonds, such amounts may also constitute gross proceeds. Please call us if this occurs.

Appendix B

Mailing Instructions

All payments to the United States should be made by check mailed to:

Internal Revenue Service Center
Ogden, UT 84201

or to such other address as may be provided by the Internal Revenue Service of the United States for such payments. Payment should be accompanied by a Form 8038-T. Form 8038-T must be signed by the issuer of the obligations with respect to which rebate is being paid.

EXHIBIT F

RECORDKEEPING REQUIREMENT

I. Records Retention. Bond Counsel recommends that the Borrower use its best efforts to retain all records relating to the Bonds and the use and expenditure of the proceeds thereof, as outlined below.

II. Records to be Retained. The types of records to be retained include, but are not limited to, the following:

A. Transaction Documents. All legal and closing documents relating to the Bonds, including indentures, loan agreements, trust agreements, resolutions, public notices, tax certificates, opinions of counsel (either at closing or subsequently), Pricing Book or final Underwriters' Cash Flows, any and all amendments to the foregoing and any and all documents included in the transcript with respect to the Bonds, or amending or subsequent supplementing transcript documents.

B. Expenditure of Gross Proceeds.

1-Documentation evidencing the expenditure of sale and investment proceeds of the Bonds and including any declarations of official intent to reimburse expenditures, projected and actual draw schedules, requisitions, records of compliance with “*spend down*” requirements, and any funds flow memoranda.

2-Documentation evidencing the specific assets financed or refinanced by proceeds of the Bonds including any feasibility studies and including an accounting method for identifying and tracking those assets. See also Section F, below “*Use of Bond Financed Assets.*”

3-Documentation setting forth all funds and accounts relating to the Bonds, including debt service funds, reserve funds, sinking funds and pledged funds, and any agreements with respect thereto.

4-Documentation pertaining to the investment of the Gross Proceeds of the Bonds, including the offering of securities, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds (including gain or loss on sale of investments), guaranteed investment contracts (“*GIC*”) and evidence of compliance with bidding requirements for any GIC or yield restricted escrow, rebate calculations, credit enhancement, swap transactions, verification reports, float forward agreements, and brokerage and similar fees.

C. Disposition of Bond Financed Property. Documentation, if applicable, evidencing the sale or other disposition of the financed property including any records of remediation action and records of any VCAP or other settlements with the IRS.

D. Economic Life Data. Documentation evidencing the economic life of the assets financed and refinanced with proceeds of the Bonds including any substituted projects.

E. Allocation. Documentation evidencing any allocations with respect to the Gross Proceeds of the Bonds and the accounting method chosen including LIFO, FIFO, direct

tracing, or “*bond-proceeds spent-first*,” including documentation of all elections or allocations.

F. Use of Bond Financed Assets; Private Security or Payments.

1-Documentation evidencing the location, use and ownership of the property financed or refinanced with proceeds of the Bonds, including leases, management contracts, service agreements and other arrangements for the use and ownership of such property; and

2-Documentation evidencing sources of payment or security for the Bonds, including liquidity covenants and negative covenants, mortgages and any agreements with respect thereto.

G. Use of Bond Financed Assets; Private Use.

1-Documentation evidencing (a) correlation between bond issues and financed facilities, (b) allocation of bond proceeds to expenditures, including reimbursement of pre-issuance expenditures, (c) non-bond proceeds expenditures and sources, (d) bond proceeds expenditures, and (e) private use of bond-financed facilities.

2-Records of private use including sale, lease, non-qualified management or other service contract, non-qualified research contract, any special legal entitlement, any unrelated business activity and any activity that jeopardizes the 501(c)(3) status of the borrower.

3-Records of all remedial actions and VCAP or other closing arrangements with the IRS.

H. Tax Returns and Related Information. IRS Forms 8038, 8038-T and 8038-R, as applicable and, if relevant, Forms 8328 and 8703, and proof of filing, and information in regard to the pricing of the Bonds, yield calculations, weighted average maturity calculations, other information included in the 8038 statistics report, verification reports and arbitrage rebate reports.

I. Derivatives Contracts. All derivatives contracts, including swap confirmations and copies of swap identification forms (including rate lock contracts), forward contracts, and forward float contracts.

J. Other Contracts Affecting Bond Yield. With respect to Bond Yield, all documents related to qualified guarantees (including insurance policies, guarantees, letters of credit, lines of credit and standby bond purchase agreements), surety bonds, put options and call options with respect to the Bonds, and forms of credit enhancement provided by the borrower, related or unrelated parties, even if not paid from Bond proceeds.

K. Arbitrage. Documentation evidencing computation of yield, allocation of bond proceeds, compliance with “*temporary period*” expectations, FMV purchase (including “*bidding*” under safe harbor), counsel’s approval of post-issuance credit enhancement or hedging transactions (e.g., bond insurance, letter of credit, interest rate swap, cap) and identifying “*qualified hedge*” contracts.

L. Investment of Bond Proceeds. Documentation, if applicable, evidencing the offering and purchase of securities including evidence of compliance with bidding requirements,

guaranteed investment contracts and other investments, SLGs subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, and rebate calculations.

M. Bond-specific Documentation.

1-Hospital Bonds. Documentation evidencing that 95% of the Bond proceeds are used with respect to a “*hospital*” that (a) is accredited by the Joint Commission (or an equivalent State accrediting organization), (b) is primarily used to provide, by or under the supervision of physicians, to in-patients diagnostic services and therapeutic services for medical diagnosis, treatment, and care of injured, disabled, or sick persons (including the mentally ill), (c) has a requirement that every patient be under the care and supervision of a physician, and (d) provides 24-hour nursing services rendered or supervised by a registered professional nurse, and has a licensed practical nurse or registered nurse on duty at all times.

2-Non-Hospital Bonds. Documentation of all outstanding non-hospital bonds which are subject to the \$150 million cap.

3-Capital Cost 501(c)(3) Bonds. Documentation evidencing compliance with the expenditure of 95% of “*net proceeds*” on capital costs.

4-Elections and Allocations. Documentation, if applicable, evidencing (a) elections made with respect to the Bonds including multi-purpose allocations, election to treat a portion as a construction issue exempt from rebate, election to apply transition (grandfather) rules or to apply proposed or temporary regulations or to elect into regulations which are not otherwise applicable to the Bonds, (b) agreements and assignments between governmental units that affect volume cap allocations under IRC Section 146, and (c) any election not to take depreciation on leased property that must be treated as owned by a government unit.

N. Safe Harbor. Documentation evidencing compliance with the safe harbor bidding procedure for investment contracts and defeasance escrows.

O. Nonpurpose Investments. With respect to nonpurpose investments deposited into or held in any fund or account in connection with the Bonds, the following information will be recorded and retained:

1-Purchase date;

2-Purchase price;

3-Information establishing that the purchase price is the fair market value as of the acquisition date (e.g., the published quoted bid by a dealer in such an investment on the date of purchase);

4-Any accrued interest paid;

5-Face amount;

6-Coupon rate;

7-Schedule of interest payments;

8-Disposition price;

9-Any accrued interest received; and

10-Disposition date.

P. **Rebate Payments.** Documentation evidencing Rebate Payments (first installment due on the 5th anniversary of the Bonds plus 60 days, with additional installments every 5 years and a final installment 60 days after retirement (or redemption)) of the Bonds.

Q. **Material Event Disclosure.** Documentation evidencing any (and all) of the following events (and the date of each):

1-Principal and interest payment delinquencies;

2-Non-payment related defaults;

3-Unscheduled draws on debt service reserves reflecting financial difficulties;

4-Unscheduled draws on credit enhancements reflecting financial difficulties;

5-Substitution of credit or liquidity providers, or their failure to perform;

6-Adverse tax opinions or events affecting the tax-exempt status of the bonds;

7-Modifications to rights of security holders;

8-Bond calls;

9-Defeasances;

10-Release, substitution, or sale of property securing repayment of the bonds; and

11-Rating changes

III. **Records Retention Policies and Procedures.**

A. **Record Format.** All records must be kept either in hard copy or electronic format allowing for complete access during the applicable period (generally ending 3 years after all of the Bonds are redeemed). Electronic records shall comply with the requirements of Revenue Procedure 97-22, 1997-1 C.B. 652. Electronic record retention must also retain the Machine(s) or other retrieval system that indexes, stores, preserves, retrieves and reproduces all transferred information, and provides adequate cross-referencing with the borrower's books and records.

B. **Required Retention Periods.** The Borrower agrees to use its best efforts to retain records until 3 years following the final redemption date of the Bonds.

C. **Failure to Retain Records.** The Borrower acknowledges that failure to maintain material records required by this Exhibit (1) may result in the inclusion of interest on the Bonds in gross income for federal income tax purposes, (2) could cause additional arbitrage rebate to be owed and (3) could impact a conduit borrower's right to certain deductions.

EXHIBIT G
SERIES 1993 PROJECT CERTIFICATE

[See Attached]

EXHIBIT H
SERIES 1997 PROJECT CERTIFICATE

[See Attached]



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (3/10/2010)

AGENDA ITEM: Amendment to City Loan on Acquisition of Dragon's Dome Properties

AGENDA DATE REQUESTED: March 22, 2010

ACTION REQUESTED: Approval of Loan Agreement

BACKGROUND:

On December 14, 2009 the City of Pekin entered into a Loan Agreement with Central Illinois Sports Alliance to assist in their acquisition of the Dragon's Dome and related properties.

TERMS OF PROPOSED AMENDMENT:

We are recommending that a 6th year be added to the loan, but that the amount of eligible Hotel-Motel tax to be credited to the loan payments be reduced as shown below. The Developer has also requested the ability to subdivide some of the presently undeveloped property for potential sale. The final approval of said subdividing would be subject to the approval of a Preliminary and Final plat for said subdividing of Lot 27. Attached is a Conceptual layout of what they are requesting.

CURRENT LOAN REPAYMENT SCHEDULE (If Hotel-Motel Tax Cap Attained)

<u>Year</u>	<u>Pre-Credit Payment</u>	<u>Max. Credit</u>	<u>Payment</u>
1	\$109,150	\$ 50,000	\$59,150
2	\$109,150	\$ 50,000	\$59,150
3	\$109,150	\$ 50,000	\$59,150
4	\$109,150	\$ 50,000	\$59,150
5	<u>\$109,150</u>	<u>\$ 50,000</u>	<u>\$59,150</u>
Total	\$545,750	\$250,000	\$295,750 (Minimum)

First Annual Payment is due Before June 1, 2011

Second Annual Payment is due Before June 1, 2012

Third Annual Payment is due Before June 1, 2013

Fourth Annual Payment is due Before June 1, 2014

Fifth Annual Payment is due Before June 1, 2015

PROPOSED LOAN REPAYMENT SCHEDULE (If Hotel-Motel Tax Cap Attained)

<u>Year</u>	<u>Pre-Credit Payment</u>	<u>Max. Credit</u>	<u>Payment</u>
1	\$ 50,000	\$0	\$50,000
2	\$109,150	\$50,000	\$59,150
3	\$109,150	\$50,000	\$59,150
4	\$109,150	\$50,000	\$59,150
5	\$109,150	\$50,000	\$59,150
6	\$ 79,080	\$25,000	\$54,080
Total	\$555,060	\$225,000	\$340,680 (Minimum)

First Annual Payment is due Before June 1, 2011

Second Annual Payment is due Before June 1, 2012

Third Annual Payment is due Before June 1, 2013

Fourth Annual Payment is due Before June 1, 2014

Fifth Annual Payment is due Before June 1, 2015

Sixth Annual Payment is due Before June 1, 2016

FINANCIAL IMPACT: \$500,000 Loan from the City's Tourism Fund (Reserves and Operational) to be paid back in 6 annual payments instead of 5.

NEIGHBORHOOD CONCERNS: None to City residents

IMPACT IF APPROVED: The Dome Loan Agreement would remain as originally approved

IMPACT IF DENIED: Potential delay in Primary Loan due to higher overall first year repayment schedule.

ALTERNATIVES: N/A

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 _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CITY OF PEKIN /
CENTRAL ILLINOIS SPORTS ALLIANCE LOAN AGREEMENT**

WHEREAS, a Loan Agreement was entered into between the parties hereto on December 14, 2009, Ordinance #2604-09/20; and

WHEREAS, CENTRAL ILLINOIS SPORTSNCE, LLC (the “Developer”) owns (or has a contract to purchase) a parcel of real property of 33 acres plus or minus commonly known as the Dragon’s Dome (the “Project Site”); and

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the Agreement, pursuant to its terms, contained methods of payments and reimbursement, hereby amended as below; and

WHEREAS, the Agreement, pursuant to its terms, contained a Loan Repayment Schedule, attached thereto; and

WHEREAS, the Agreement, pursuant to its terms, contained a Real Estate Mortgage, hereby amended and attached there to the agreement; and

WHEREAS, the Agreement, pursuant to its terms, contained a Promissory Note hereby attached thereto; and

WHEREAS, the CITY wishes to have the DEVELOPER continue in a Loan Repayment Schedule as set forth in the Amended Agreement, and the DEVELOPER wishes to continue in Loan Repayment Schedule as set forth in the Amended Agreement, on the terms and conditions that follow.

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

1. That the Amended Loan Agreement by and between the City of Pekin and Central Illinois Sports Alliance, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted by the City of Pekin.
2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Amended Loan Agreement attached hereto as Exhibit "A".
3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Amended Loan Agreement.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2010; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2010.

MAYOR

ATTEST:

CITY CLERK

**AMENDING CITY OF PEKIN /
CENTRAL ILLINOIS SPORTS ALLIANCE LOAN AGREEMENT**

RECITALS

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, a Loan Agreement was entered into between the parties hereto on December 14, 2009, Ordinance #2604-09/20; and

WHEREAS, the Agreement, pursuant to its terms, contained methods of payments and reimbursement, hereby amended as below; and

WHEREAS, the Agreement, pursuant to its terms, contained a Loan Repayment Schedule, attached thereto; and

WHEREAS, the Agreement, pursuant to its terms, contained a Real Estate Mortgage, hereby amended and attached there to the agreement; and

WHEREAS, the Agreement, pursuant to its terms, contained a Promissory Note hereby attached thereto; and

WHEREAS, the CITY wishes to have the DEVELOPER continue in a Loan Repayment Schedule as set forth in the Amended Agreement, and the DEVELOPER wishes to continue in Loan Repayment Schedule as set forth in the Amended Agreement, on the terms and conditions that follow.

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

Section 1 shall be deleted and replaced with the following:

1. The City shall loan the Developer \$500,000 from the City's Tourism Fund at 3 1/2% interest to be paid back in six (6) annual payments. The Loan shall be repaid in annual installments as shown on Exhibit A attached hereto and incorporated herein by this reference and shall be paid in full on or before June 1, 2016. The first annual payment shall be made on or before June 1, 2011 the "City Loan".

Section 3b shall be deleted and replaced with the following:

- b. For the second annual payment due June 1, 2012, the Hotel-Motel tax collected from May 1, 2011 through April 30, 2012 shall be utilized. This annual calculation shall be consistent in the 2nd, 3rd, 4th, 5th and 6th years of the Agreement. Should the Holiday Inn Express not be open by May 1, 2011, the Hotel-Motel revenue will be prorated accordingly.

Section 3c shall be deleted and replaced with the following:

- c. Any Hotel-Motel tax growth in a completed fiscal year in which the loan payments is due, is credited and deducted from the next annual payment due and applied toward amounts due from the Developer.

[Example: City Loan payment due June 1, 2012 = \$109,150. Assume H-M tax revenue received 5/1/11-4/30/12 = \$200,000.

\$200,000 less \$165,000 = \$35,000 credit

Annual City Loan payment= \$109,150 - \$35,000 = payment due of \$74,150]

Section 3d shall be deleted and replaced with the following:

- d. The maximum annual amount of Hotel-Motel Tax that can be "credited" is \$50,000 in the 2nd, 3rd, 4th and 5th years of the loan and \$25,000 in the 6th year of the loan

Exhibit A shall be replaced with the new attached Exhibit A

Exhibit B shall be replaced with the new attached Exhibit B

New Section 18.

- 18. The City supports the proposed re-subdividing of Lot 27 as shown on Exhibit D attached. This is subject to the City's Planning Commission's approval of the Preliminary Plat and the City Council's approval of the Preliminary Plat and the Final Plat.

19. The City's agreement to provide the loan, on terms previously stated, and hereby amended, is valid and effective until May 31, 2010. If Developer conditions have not been met by then, and the funds transferred, the City's commitment shall terminate, effective that date.

All other terms and conditions of the AGREEMENT shall remain in full force and effect.

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

CITY OF PEKIN, ILLINOIS
an Illinois Municipal Corporation

Central Illinois Sports Alliance, LLC
an Illinois limited liability company

By:_____

By:_____

Title

Title

EXHIBIT A

LOAN REPAYMENT SCHEDULE (No Hotel-Motel Tax Gain)

<u>Year</u>	<u>Payment</u>
1	\$50,000
2	\$109,150
3	\$109,150
4	\$109,150
5	\$109,150
6	\$ 79,080
Total	\$565,680

LOAN REPAYMENT SCHEDULE (If Hotel-Motel Tax Cap Attained)

Year	Interest	Principal	Payment	Ending Balance
4/15/10				500,000.00
4/15/11	17,500.00	32,500.00	50,000.00	467,500.00
4/15/12	16,362.50	92,787.50	109,150.00	374,712.50
4/15/13	13,114.94	96,035.06	109,150.00	278,677.44
4/15/14	9,753.71	99,396.29	109,150.00	179,281.15
4/15/15	6,274.84	102,875.16	109,150.00	76,405.99
4/15/16	2,674.21	76,405.99	79,080.20	0

First Annual Payment is due Before June 1, 2011

Second Annual Payment is due Before June 1, 2012

Third Annual Payment is due Before June 1, 2013

Fourth Annual Payment is due Before June 1, 2014

Fifth Annual Payment is due Before June 1, 2015

Sixth Annual Payment is due Before June 1, 2016

EXHIBIT B

PROMISSORY NOTE

\$500,000.00

_____,20____

FOR VALUE RECEIVED, the undersigned Central Illinois Sports Alliance, LLC, an Illinois Limited Liability Company, ("Maker") promises to pay to the order of City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of FIVE HUNDRED THOUSAND (\$500,000.00) and no/100 DOLLARS, payable as follows:

Year	Interest	Principal	Payment	Ending Balance
4/15/10				500,000.00
4/15/11	17,500.00	32,500.00	50,000.00	467,500.00
4/15/12	16,362.50	92,787.50	109,150.00	374,712.50
4/15/13	13,114.94	96,035.06	109,150.00	278,677.44
4/15/14	9,753.71	99,396.29	109,150.00	179,281.15
4/15/15	6,274.84	102,875.16	109,150.00	76,405.99
4/15/16	2,674.21	76,405.99	79,080.20	0

Interest shall be payable at the rate of 3.5% per annum and shall be payable annually for the period of six (6) years hereafter. The first annual payment shall be due on June 1, 2011 and continue on a annual basis thereafter for a total five annual payments.

City of Pekin and Maker have agreed to cause credit toward these payments due from Maker as agreed in separate Loan Agreement up to \$250,000.00 over the course of this Note. The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter without any prepayment penalty.

Upon any default in any payment to be made herein, the entire balance then due may, at the option of the holder hereof, become immediately due and payable without notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 3.55% per annum while such default exists.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waive protest, presentment for payment and notice of dishonor, and agree to pay a reasonable attorney's fee if this Note is placed in the hands of an attorney for collection.

Central Illinois Sports Alliance, LLC

By: _____
Robert E. Laurent, as Managing Member

MORTGAGE

MORTGAGE

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for annual payments, in the amount of, fifty thousand dollars and no cents (\$50,000.00) for year #1, in the amount of, one hundred nine thousand, one hundred fifty dollars and no cents (\$109,150.00) for years #2 though 6; and in the amount of, seventy-nine thousand, eighty dollars and twenty cents (\$79,080.20) for year #6 with an interest rate of 3 1/2 % (three and one-half Percent) per annum, payable Annually, with the full debt, it not paid earlier, due and payable on, June 1, 2016. This Security Installment secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage to Lender the following described property located in TAZEWELL County, Illinois:

Parcel 1:

Parcel 1:

Lot 25 of Pekin Plaza Extension Number Four, a subdivision of part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, all in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83; more particularly described as follows:

Part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension Number One, being a Subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of said Lot 9, a distance of 35.50 feet; thence North 00 degrees 39 minutes 24 seconds East, a distance of 54.00 feet to the Point of Beginning of the tract to be described; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet; thence North 00 degrees 22 minutes 35 seconds West, a distance of 578.49 feet; thence North 58 degrees 30 minutes 23 seconds West, a distance of 544.06 feet; thence South 89 degrees 20 minutes 36 seconds West, a distance of 364.00 feet; thence South 0 degrees 39 minutes 24 seconds East, a distance of 858.00 feet; thence South 45 degrees 39 minutes 24 seconds East, a distance of 14.14 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 615.50 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Parcel 2:

Parcel 2:

Lot 27 of Pekin Plaza Extension Number Four, a part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, all in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83, more particularly described as follows:

Part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter all in Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension Number One, being a Subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of Lot 9 of said Pekin Plaza Extension Number One, a distance of 35.50 feet; thence North 0 degrees 39 minutes 24 seconds East, a distance of 54.00 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet to

the Point of Beginning of the tract to be described; thence North 0 degrees 22 minutes 35 seconds West, a distance of 1008.95 feet to a point on the Southwesterly R.O.W. line of the New York Central Railroad; thence South 56 degrees 14 minutes 55 seconds East along the Southwesterly R.O.W. line of the New York Central Railroad, a distance of 399.35 feet; thence in a Southeasterly direction along the Southwesterly R.O.W. line of the New York Central Railroad on a curve to the left having a radius of 3471.03 feet for an arc distance of 524.36 feet; thence South 0 degrees 22 minutes 35 seconds East, a distance of 520.40 feet; thence South 89 degrees 20 minutes 35 seconds West, a distance of 785.00 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Parcel 3:

Parcel 3:

Outlot A of Pekin Plaza Extension Number Four, a subdivision of part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83; being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension No. One, being a subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of said Lot 9, a distance of 35.50 feet; thence North 0 degrees 38 minutes 24 seconds West, a distance of 54.00 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 186.30 feet; thence North 0 degrees 22 minutes 35 seconds West, a distance of 578.49 feet to the Point of Beginning of the tract to be described; thence North 58 degrees 30 minutes 23 seconds West, a distance of 544.05 feet; thence North 0 degrees 39 minutes 24 seconds West, a distance of 457.87 feet to a point on the Southwesterly R.O.W. line of the New York Central Railroad; thence South 56 degrees 14 minutes 55 seconds East along the Southwesterly R.O.W. line of the New York Central Railroad, a distance of 560.87 feet; thence South 0 degrees 22 minutes 35 seconds East, a distance of 430.45 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, inflatable Dome and all permanent fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. [Intentionally deleted.]
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is

economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Security Instrument. Borrower shall not destroy, damage or impair the property, allow the property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. [Intentionally deleted.]

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but

does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest In Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Notwithstanding the forgoing, Lender understands and acknowledges that Borrower may sell certain parcels of the Property ("Out Lots"), which will not be cause to demand immediate payment in full of all sums secured by this Security Instrument. Further, Lender and Borrower each agree to use their best efforts to negotiate the application of such proceeds.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Installment; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Installment and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. [Intentionally deleted.]

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Central Illinois Sports Alliance, LLC

By _____
Robert E. Laurent as Managing Member

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

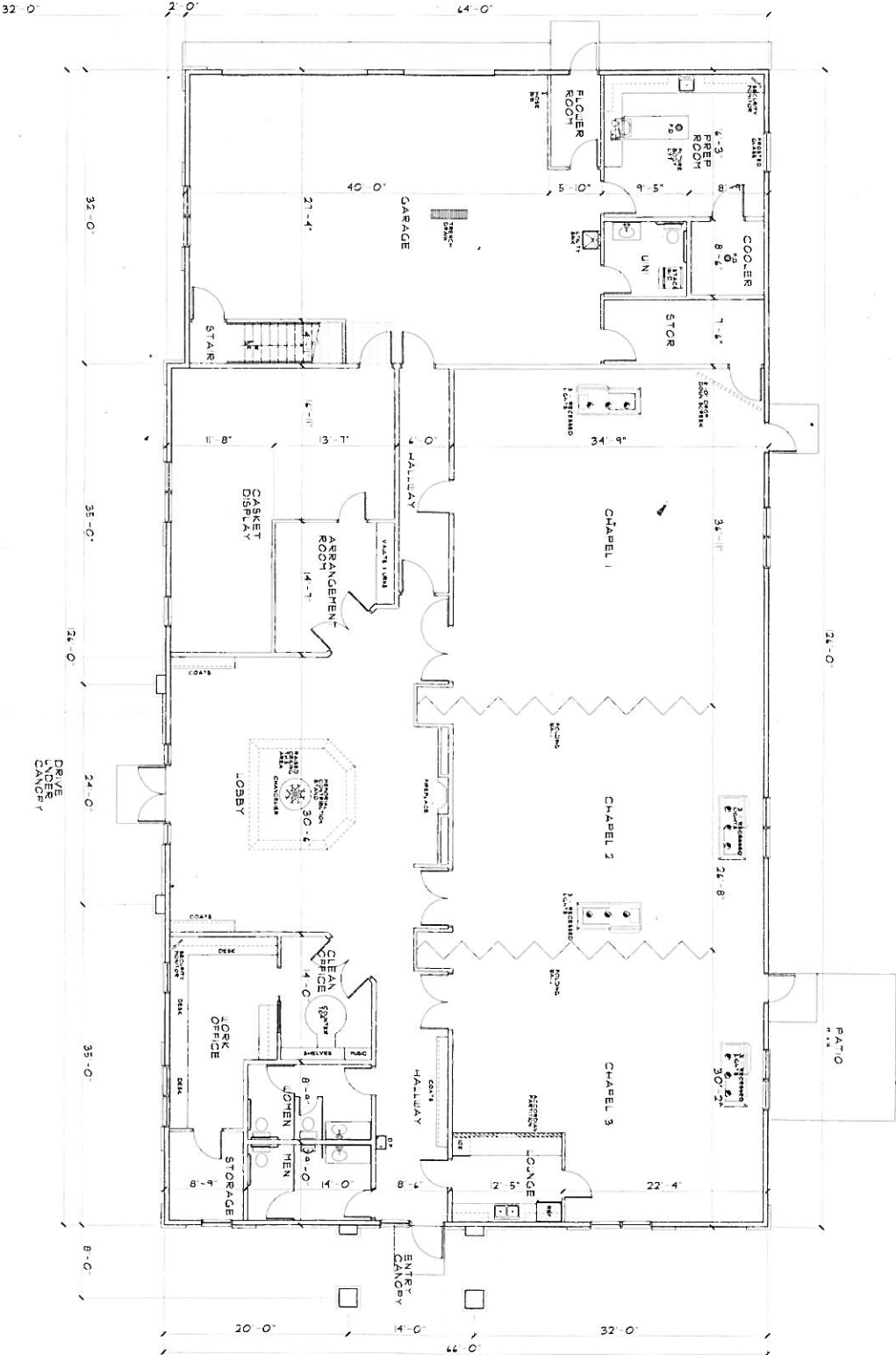
I, the undersigned, a Notary Public in and for said county and state, do hereby certify that _____, personally appeared before me and is(are) known or proved to me to be the person(s) who, being' informed of the contents to the foregoing instrument, have executed same, and acknowledged said instrument to be their free and voluntary act and deed and that they executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____.

Notary Public

EXHIBIT D

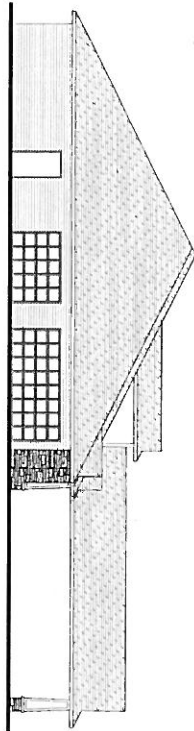




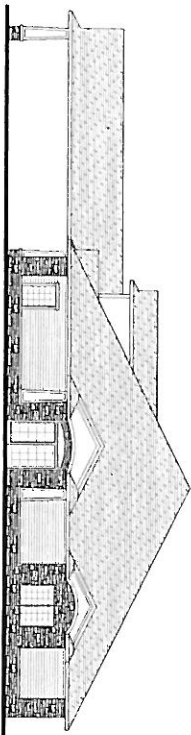
FIRST FLOOR PLAN
SCALE 3/4" = 1'-0"
8.252.85



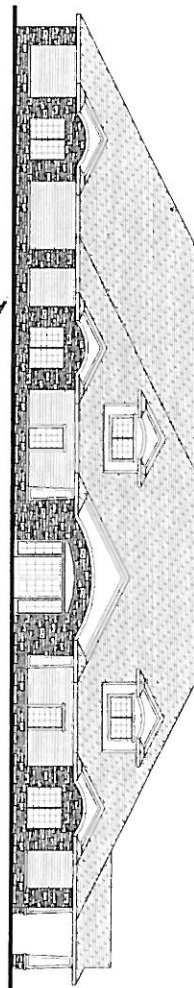
PROPOSED HENDERSON FUNERAL HOME PEKIN, IL	KEYSTONE FUNERAL HOME DESIGN BUILD, INC. "Client Satisfaction is the Key" Phone 1-866-645-8054	These documents are not valid for building permits unless signed in ink and oversealed. Copies are not valid. I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the state of Illinois. Date 11-04-2009 Name WILLIAM E. COLE	COLE GROUP ARCHITECTS, LLC 214 West Avenue South Bloomington, IL 61710 732.031.454-4515
---	--	--	---



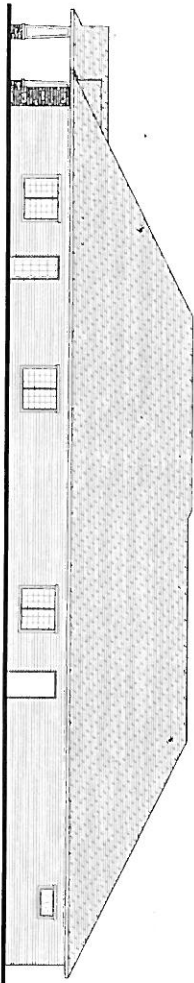
WEST (LEFT) ELEVATION
SCALE 1/8" = 1'-0"



EAST (RIGHT) ELEVATION
SCALE 1/8" = 1'-0"

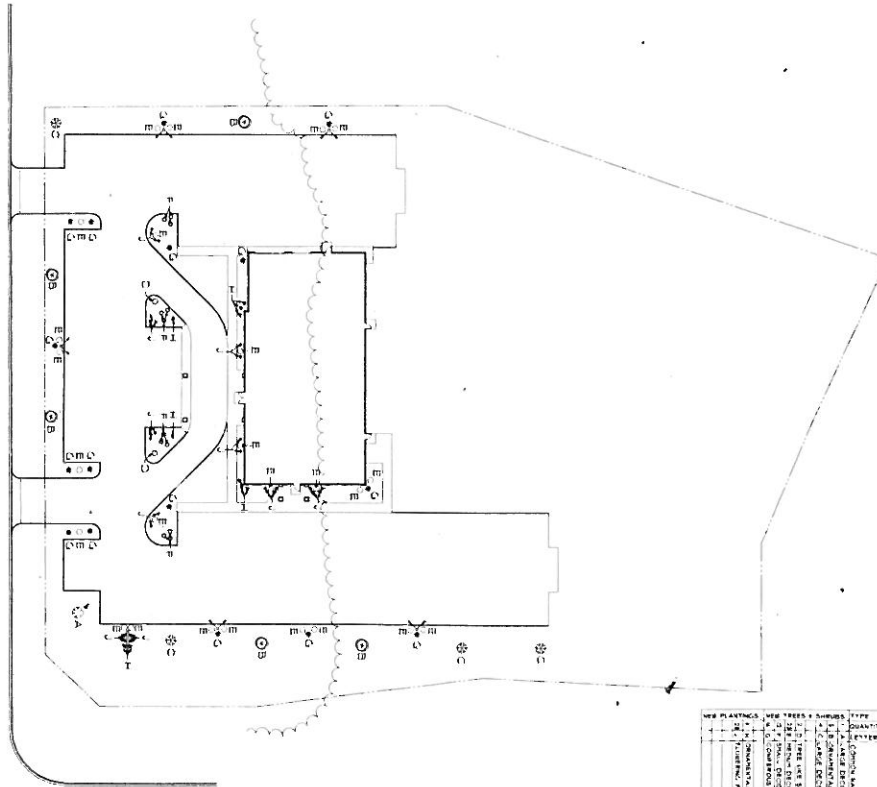


SOUTH (FRONT) ELEVATION
SCALE 1/8" = 1'-0"



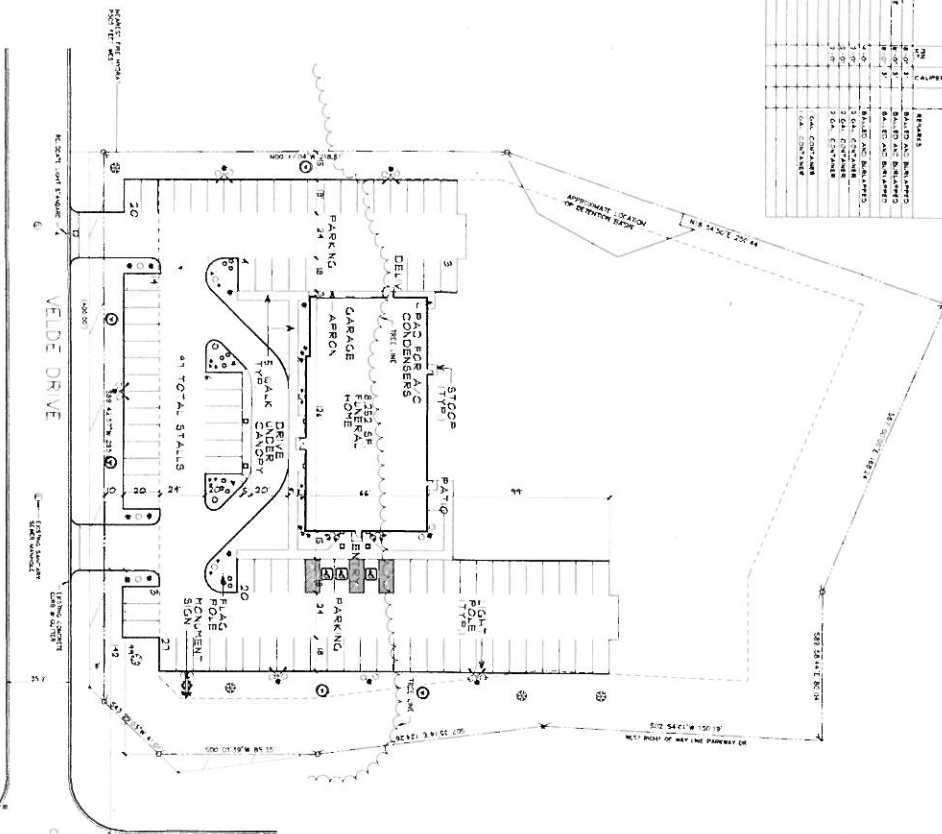
NORTH (REAR) ELEVATION
SCALE 1/8" = 1'-0"

LANDSCAPE PLAN



PLANTING SCHEDULE	TYPE	QUANTITY	REMARKS
1. ASPEN, 10' TALL	10'	10	PLANTING
2. BURNING BUSH, 10' TALL	10'	10	PLANTING
3. CORYMPUS, 10' TALL	10'	10	PLANTING
4. DOGWOOD, 10' TALL	10'	10	PLANTING
5. HYDRANGEA, 10' TALL	10'	10	PLANTING
6. LILAC, 10' TALL	10'	10	PLANTING
7. MAGNOLIA, 10' TALL	10'	10	PLANTING
8. NORTOLLA, 10' TALL	10'	10	PLANTING
9. PINK DOGWOOD, 10' TALL	10'	10	PLANTING
10. RED BUD, 10' TALL	10'	10	PLANTING
11. SPANISH BAY, 10' TALL	10'	10	PLANTING
12. VIBURNUM, 10' TALL	10'	10	PLANTING

SITE PLAN



PARKWAY DRIVE

PROPOSED

HENDERSON FUNERAL HOME

PEKIN, IL

KEYSTONE

FUNERAL HOME

DESIGN BUILD, INC.

"Client Satisfaction is the Key"

Phone 1-866-485-8054

These documents are not valid for building permit if
shown signed in ink and pyramided. Copies are not valid.

I hereby certify that this plan application is legal
was prepared by me or under my direct supervision
and that I am a duly licensed Architect
under the laws of the state of ILLINOIS

Date: 11-1-2008

Name: **ROBERT R. COLE** Signature

COLE GROUP

ARCHITECTS

214 WPA Avenue South
Suite 102
Berkshire, MA 01463
(508) 454-4500

"Exhibit A"

LEGAL DESCRIPTION OF A 2.841 ACRE TRACT (PART PIN 04-04-25-100-033)

PART OF THE NORTHWEST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FIVE (25) NORTH, RANGE FIVE (5) WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 184 OF MARIGOLD ESTATES, PHASE TEN (10), A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SAID SECTION TWENTY-FIVE (25), AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "BBB", PAGE 137 IN THE TAZEVELL COUNTY RECORDERS OFFICE, SAID POINT BEING ALSO THE NORTHWEST CORNER OF LOT 224 OF MARIGOLD ESTATES, PHASE 12 AS SHOWN ON A PLAT RECORDED IN PLAT BOOK "DDD", PAGE 96 IN THE TAZEVELL COUNTY RECORDERS OFFICE; THENCE SOUTH 89°-56'-15" EAST (BEARING ASSUMED FOR PURPOSE OF DESCRIPTION ONLY), ALONG THE NORTH LINE OF SAID MARIGOLD ESTATES, PHASE 12, 191.06 FEET; THENCE SOUTH 58°-00'-00" EAST, ALONG THE NORTHERLY LINE OF SAID MARIGOLD ESTATES, PHASE 12, 460.00 FEET; THENCE SOUTH 00°-00'-00" WEST, ALONG THE EASTERLY LINE OF SAID MARIGOLD ESTATES, PHASE 12, 175.00 FEET; THENCE SOUTH 67°-00'-00" EAST, 171.76 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE SOUTH 67°-00'-00" EAST, 168.24 FEET; THENCE SOUTH 89°-58'-44" EAST, 80.04 FEET TO THE WEST RIGHT-OF-WAY LINE OF PARKWAY DRIVE; THENCE SOUTH 02°-54'-01" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 150.19 FEET; THENCE SOUTH 07°-34'-25" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 124.26 FEET; THENCE SOUTH 00°-01'-39" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 85.35 FEET THENCE SOUTH 43°-29'-03" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF LICK CREEK DRIVE, 41.01 FEET; THENCE SOUTH 89°-42'-57" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 295.55 FEET; THENCE NORTH 00°-17'-04" WEST, 218.61 FEET; THENCE NORTH 18°-54'-50" EAST, 250.44 FEET; TO THE POINT OF BEGINNING SAID TRACT CONTAINING 2.841 ACRES, MORE OR LESS.

PLAN CHECKLIST
For Construction

Developer (Project) Name Henderson Funeral
 Developer Greg & Marla Henderson
 Developer Address 420 Walnut St Pekin, IL 61554
 Developer Phone # 309-347-4157
 Developer Contact Person Russ Karasch - 320-253-2700
 Subdivision Name _____

Carla W. Jil
3/3/10

Required Information – Approval Dates		Public Works Director	City Engineer	Code Enforcement	Fire Chief
1.	Subdivision Name and Lot Number	Known		Marigold Sub	✓
2.	Legal Description	Known		separate sheet	✓
3.	1"=100' Minimum Acceptable Scale	✓		OK	—
4.	Date and North Arrow	✓		OK	—
5.	Public Access	✓		OK	—
6.	Lot Layout, Dimension and Setbacks (Site Plan)	✓		OK	—
7.	Easements	Need additional		R.O.W.	—
8.	Wetlands Sign Off	N/A		N/A	—
9.	Mines Sign Off	↓		N/A	—
10.	Groundwater Recharge Sign Off	✓		N/A	—
11.	Sanitary Sewer Locations, Size	✓		OK	—
12.	IEPA Sanitary Sewer Permit	N/A		N/A	—
13.	Storm Sewer Location and Size	Need more info		N/A	—
14.	Storm Water Retention	✓		shown, see note	—
15.	Proper Zoning <u>R-2 (requested)</u>	✓		OK	—
16.	Setback Compliance	✓		OK	—
17.	Parking Spaces and Surface	✓		OK	—
18.	Erosion Control	Need SWPPP		during construction	—
19.	Sidewalks	Need		need with curb cut	ADA
20.	Landscaping	✓		OK	—
21.	ADA Compliance	✓		OK	—
22.	Driveway Openings (curb cuts)	✓		OK	—

23.	IDOT Permit (curb cuts)	N/A		NA	—
24.	Enterprise Zone Area - Yes	✓		yes	—
25.	TIF Area	N/A		N/A	—
26.	HUD Entitlement Area	N/A		N/A	—
27.	Signage Exterior	Need details		OK	—
28.	Lighting Exterior	✓		OK	—
29.	Floor Plan Shown and Dimensions (Building Layout)	2nd floor?		OK	—
30.	Screening or Fencing – Barbed Wire or Electric	✓		?	—
31.	Loading and Unloading Areas Shown and Dimensions <i>Inside/Canopy</i>	✓		OK	—
32.	Water Supply Location	Need to show		N/A	*See comment
33.	Fire Hydrant Location	Not clear		OK	*See comments
34.	Street Address	✓		will assign	—
35.	Property abuts residential district or is across the street from residential district. W.	yes		yes	—

Public Works Comments: Need additional on Valle for street widening and on Parkway for future turn lane. Need to show where stormwater will discharge. Sidewalk along Valle with ramp to south at intersection with Parkway. Need sign details to ensure no line of sight problems. 2nd floor plan not shown. Need to show all utilities and clarify.

City Engineer Comments: fire hydrant location.

Code Enforcement Comments:

Good site plan & will make nice development
Retention needs to hold without discharge OR piped to storm sewer
option would be underground storage area

Fire Chief Comments:

long distance to hydrants. Will contact Ill. water Co. to install hydrant near corner of Parkway & Valle to take care of problem.

Other Comments:



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Engineering Agreement with Hanson Professional Services – Preliminary Design of Petri and El Camino Extensions

AGENDA DATE REQUESTED: March 8, ^{22,} 2010

ACTION REQUESTED: Approve engineering agreement with Hanson Professional Services for the preliminary design of the extensions of and El Camino.

BACKGROUND: The City looked at alternate routes to move traffic east and west between 5th and 14th Streets between VFW and Koch Street and provides a more direct access route to the proposed business park. At the time, El Camino looked to be the best choice so an application was submit to PPUATS for funding which was approved for the fiscal year 2012. Since that time, Deerfield Estates has continued to grow and the adjoining property owner has expressed interest in working with the City to expand Petri from 5th to 14th. We are presently requesting funding for the extension of Petri for FY15 or FY16 from PPUATS and when approved will see about swapping the two projects. Petri will tie directly into Hanna Drive and give direct access to Route 29 and El Camino will then provide an additional route from 14th to 5th to better serve the Riverway Business Park and provide an alternative east-west route. Both will provide better access to the new park sports complex which should be open in 2012 and reduce the amount of daily traffic currently using Koch Street that goes past Wilson School.

This agreement with Hanson will start the design process on both projects. The preliminary design work includes the environmental assessments, project development reports, intersection design studies, and typical sections. All of this will have to be reviewed and approved by IDOT and the Federal Highway staffs in a process that usually takes 9 to 12 months. In order to have them construction ready by 2012 the process needs to start now and by doing them both at the same time we will save time and money by not duplicating efforts on the environmental surveys and typical sections. Final engineering, which is the preparation of the cross sections, bid drawings, and specifications, will be brought before council as separate packages since they will be done several years apart.

I recommend approving the agreement with Hanson for \$258,076.59 to do the preliminary engineering design for the extensions of Petri and El Camino. Funding will be through the use of MFT funds. This work is shown in the budget for FY11 but did not include doing both streets at the same time; however, since we can save about a third of the cost to do one by doing them together I would still recommend that we proceed.

FINANCIAL IMPACT: \$258, 076.59 from MFT funds for this project.

NEIGHBORHOOD CONCERNS: Reduce the amount of traffic on Koch St. by the school.

IMPACT IF APPROVED: Provides for the completion of the preliminary engineering work on two projects having them ready for construction to meet funding timeframes.

IMPACT IF DENIED: Projects will not be ready unless they are done separately to meet the funding timeframes.

ALTERNATIVES: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation – Prosperous Community

REQUIRED SIGNATURES

Department Director

Joseph Whellner 2/23/10
Date

Finance Department

Angela Evans 2-23-10
(Certification of Availability of Funds) Date

Corporation Counsel

Paul Miller 2-23-10
(Certification of Review) Date

City Manager

Dan Kelly 2-23-10
Date

Local Agency City of Pekin	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Hanson Professional Services Inc.
County Tazewell				Address 2900 W. Willow Knolls Rd.
Section 07-00174-00-FP, 10-00179-00-FP				City Peoria
Project No.				State IL
Job No.				Zip Code 61614
Contact Name/Phone/E-mail Address Joe Wuellner (309)477-2300 wuellner@ci.pekin.il.us				Contact Name/Phone/E-mail Address Cindy Loos (309)691-0902 cloos@hanson-inc.com

THIS AGREEMENT is made and entered into this 22nd day of February, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Petri Lane/ElCamino Drive Extensions Route _____ Length 2 mile Structure No. _____

Termini 5th Street to 14th Street

Description Phase I design for construction of new concrete roadway to connect existing Petri Lane to 14th Street and construction of new concrete roadway to connect existing El Camino Drive to 5th Street.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 540 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared Ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER: **See Attachment A for Detailed Scope of Services**

- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☒ Prepare the necessary environmental and planning documents including the ~~Project Development Report, Environmental Class of Action Determination or~~ Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☒ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☒ Analyze and evaluate the soil surveys and ~~structure borings~~ to determine the roadway structural design and bridge foundation.
- ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☒ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, ~~construction easements and borrow pit and channel change agreements~~ including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

11. The attached General Conditions (C/S Rev. 3) are incorporated into and made a part of this Agreement.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Hanson Professional Services Inc.	37-0844717	\$258,076.59
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		
Total for all Work:		\$258,076.59

Executed by the LA:

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

Clerk

Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

General Conditions

Hanson Agreement: C08L0212

Agreement Date: _____

Project Name: Petri Lane/El Camino Drive Extension

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HANSON agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by HANSON. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited

to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

8. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

9. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written

notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

10. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

11. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

13. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

14. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

15. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

16. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.

17. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

18. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

19. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and

conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

22. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

23. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

24. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting

party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

25. *Modification to the Agreement:* CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

26. *Governing Law:* This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

ATTACHMENT A
SCOPE OF SERVICES – PETRI LANE/EL CAMINO DRIVE EXTENSIONS

Hanson Professional Services Inc. shall prepare a Phase I environmental document and project report for proposed new roadway extensions of Petri Lane and El Camino Drive between 5th Street and 14th Street in the City of Pekin (CITY). The proposed improvement will consist of new roadway on Petri Lane from approximately 1500 ft east of 5th Street to 14th Street and El Camino Drive from 5th Street to 1000 ft west of 14th Street with curb, gutter, sidewalks and storm sewer. The documents will be prepared in English units and in accordance with IDOT's Bureau of Local Roads and Streets Manual. It is assumed that this project will be processed as an Environmental Assessment (EA) due to the new alignment on new right of way.

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

- A. The corridor boundaries for data collection are along Petri Lane from 5th Street to 14th Street and along El Camino Drive from 5th Street to 14th Street. Data collection will extend 300 feet down intersecting side roads within the corridor boundaries, and at the legs of the terminating intersections.
- B. Study Surveying and Mapping
 - 1. Obtain digital orthographic aerial photography with planimetric detail and two foot contours from CITY, as available.
 - 2. Establish horizontal control based on Illinois State Plane Coordinate System, North American Datum of 1983 (NAD83) and vertical control benchmark based on the North American Vertical Datum of 1988 (NAVD88). Permanent monuments will be set along the project corridors.
 - 3. Conduct utility research. This shall include conducting a JULIE meeting for marking of existing utilities. Underground utility information will be based on data provided by utility companies and CITY.
 - 4. Perform record research, field reconnaissance, measurements, and analysis to determine the limits of existing rights of way, relevant land section lines and adjacent boundary lines within and immediately adjacent to the project corridor. This shall include research at the Tazewell County Recorder of Deeds Office of existing plats, relevant deeds, property owner names, P.I.N. numbers, and addresses.
 - 5. Stake soil borings and record existing ground surface elevations at the soil boring locations.
 - 6. Provide topographic survey. Collect existing roadway cross section data at approximate 50 foot intervals plus at driveway/entrance centerlines and sag points. At the intersections of Petri Lane and 14th Street, El Camino Drive and

14th Street, and Petri Lane and 5th Street the streets will be surveyed for 100 feet along each leg of the intersection. Other intersecting side streets that will tie into the new improvements will be surveyed for a distance of 300 feet transverse to the proposed centerline.

7. Determine existing storm and sanitary sewer type, size, location, and flow direction within the project limits and to the next adjacent structure on the system located outside the project limits. Identify type, depth and size of structures, type of casting, and invert elevations within structures.
 8. Prepare a base map of the existing topography in MicroStation format. This file shall include survey points, digital terrain model (DTM), breaklines, planimetric mapping and contours.
 9. Prepare plats of survey and legal descriptions for proposed right of way parcels together with a right of way strip map. The need for proposed rights of way will be determined during the planning and design phases. The fee estimate assumes that ten right of way or parcels may be needed. A title commitment will be secured for the parcels to designate owner's name, type of interest in the parcel, and to disclose any significant encumbrance which could affect the parcel acquisition.
- C. Review current zoning or code regulations in the project area that could affect the project design. The CITY will make Hanson aware if such agreements and regulations exist and provide the necessary copies.
- D. Line and grade will be determined to verify that geometric requirements can be satisfied. Cross section studies will be used to determine the approximate construction limits and the necessary right-of-way.
- E. Pavement design for the construction of new facilities within the project limits will be prepared and submitted to the CITY and IDOT for review.
- F. Analyze existing culvert hydraulics and adequacy of the existing culverts.
- G. Conduct a geotechnical investigation of the project area. This shall include taking subgrade soil borings along the proposed alignments at 500 foot intervals. Soil sampling, laboratory testing, and engineering analyses will be performed in accordance with the IDOT Geotechnical Manual.
- H. Prepare a Geotechnical Report to be submitted to the CITY and IDOT. The Geotechnical Report will be prepared in accordance with the requirements presented within the IDOT Geotechnical Manual. A single set of review comments is anticipated.
- I. Environmental Coordination for Processing as an EA.

1. Prepare Early Agency Coordination Letters
2. Prepare Environmental Survey Request (ESR) form and supporting documentation, and submit to IDOT for biological, wetland, and cultural resources review
3. Conduct Environmental Data Collection
4. Prepare Purpose and Need Statement
5. Inventory Affected Environment for the Following Resources:
 - i. Socioeconomic
 - ii. Agriculture (Includes Form AD-1006 submittal to NRCS/IDA)
 - iii. Cultural Resources
 - iv. Air Quality
 - v. Noise
 - vi. Natural Resources
 - vii. Water Quality/Resources
 - viii. Floodplains
 - ix. Wetlands
 - x. Special Waste
 - xi. Special Lands (Section 4(f) and 6(f) Resources)
 - xii. Indirect and Cumulative Impacts
 - xiii. Permits
6. Assess Environmental Consequences of Same Resources Listed Above
7. Inventory and Assessment includes NRCS/IDA coordination (Form AD-1006 submittal) and noise analysis for up to 3 receptors
8. Conduct Phase I Preliminary Environmental Site Assessment
9. Prepare Environmental Assessment
10. Disposition Comments to the Draft EA
11. Attend 2 FHWA Bi-monthly Coordination Meetings during the course of the study to seek IDOT and FHWA input for design approval.
12. Prepare Finding of No Significant Impact (FONSI), does not include preparation of EIS.
13. Assumptions: This scope does not include biological, wetland and cultural resource surveys; special waste investigations beyond a PESA, mitigation planning and design, and Section 4(f) evaluation.

- J. Prepare and submit a traffic study memorandum to determine the impact of the proposed improvement on the transportation system in the immediate vicinity of the Petri Lane and El Camino Drive. The study will include the following tasks:
1. Collect and review existing traffic count information (peak hour and average daily traffic) available from IDOT for the following roadways in the project vicinity:
 - i. Petri Lane
 - ii. El Camino Drive
 - iii. 5th Street
 - iv. 14th Street
 2. Hanson will collect a.m. and p.m. peak hour turning movement counts at the following locations:
 - i. Petri Lane @ 5th Street
 - ii. El Camino Drive @ 14th Street
 3. Using the information collected above, calculate the existing level-of-service at the intersections of Petri Lane and 5th Street and El Camino Drive and 14th Street.
 4. Using the information collected above and information provided by the Tri-County Regional Planning Commission Travel Demand Model, calculate the projected level-of-service, as required for an Intersection Design Study, at the intersections of Petri Lane and 14th Street, El Camino Drive and 14th Street, Petri Lane and 5th Street, and El Camino Drive and 5th Street with the proposed improvements.
 5. Using the information collected above, calculate the structural design traffic volumes for the following vehicle classifications: passenger vehicles, single-unit trucks and multiple-unit trucks.
 6. Review crash information for a three year period along the Petri Lane and El Camino Drive corridors (data to be provided by IDOT and the CITY).
 7. Based on the information collected and reviewed above, identify lane configurations and lane assignments for the Petri Lane corridor and the El Camino Drive corridor.
- K. Prepare Intersection Design Studies (IDS) for submittal to IDOT for the intersections of Petri Lane and 14th Street, El Camino Drive and 14th Street, and Petri Lane and 5th Street.
- L. Coordinate with the CITY to conduct public involvement activities for public input on the project. Hanson will provide exhibits, handouts and questionnaires for one public informational meeting and one public hearing.

- M. Prepare an opinion of probable construction cost for the two projects.
- N. Prepare a Design Report documenting the engineering studies and providing the basis for design approval. This report will be reviewed by the CITY, IDOT, and the FHWA.
- O. Furnish the originals and a reasonable number of prints of all necessary plans and documents, as determined by the CITY, including five copies of any Draft Report that is being submitted for review, five copies of the Final Project Development Report, and one copy of all meeting minutes.
- P. The CITY will provide or cause to be furnished the following:
1. Existing roadway and right-of-way plans.
 2. Existing traffic volume data on streets within the project limits.
 3. Existing crash data via police reports.
 4. Tax assessor's maps and taxpayer identification numbers for parcels in the study area and title commitments for all affected parcels.
 5. All necessary utility agreements, including plans for relocations and adjustments.
 6. Digital orthographic aerial photography with planimetric detail and two foot contours of the project area in Microstation format.
 7. Projected land use plans and trip generation data.
- Q. The following items are not included in the scope of work but could be provided as an addendum to the contract:
1. Land acquisition services other than plat preparation.
 2. Traffic signal design.
 3. Street lighting plans.
 4. Utility relocation plans.

PAYROLL ESCALATION TABLE ANNIVERSARY RAISES

FIRM NAME PRIME/SUPPLEMENT	<u>Hanson Professional Services Inc.</u> <u>Prime</u>		DATE	<u>02/12/10</u>
			PTB NO.	<u>Petri Lane and El Camino</u>
	CONTRACT TERM	18 MONTHS	OVERHEAD RATE	168.66%
	START DATE	<u>4/1/2010</u>	COMPLEXITY FACTOR	<u>0</u>
	RAISE DATE	<u>1/1/2011</u>	% OF RAISE	<u>3.00%</u>

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

9

CACULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

2.25%

The total escalation for this project would be: 2.25%

02/12/10

ESCALATION FACTOR

2.25%

[illegible]

COST PLUS FIXED FEE

DATE _____

Hanson Professional Services Inc.

Petri Lane and El Camino

PRIME/SUPPLEMENT

OVERHEAD RATE
COMPLEXITY FACTOR

$$\frac{1.6866}{0}$$
[illegible]

PREPARED BY THE AGREEMENTS UNIT

Printed 2/12/2010 2:59 PM

AVERAGE HOURLY PROJECT RATES

FIRM Hanson Professional Services Inc.
PTB Petri Lane and El Camino
PRIME/SUPPLEMENT Prime

DATE 02/12/10

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES						Surveying			Traffic			Roadway			Public Involvement			Geotechnical		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	71.06	0																				
Project Manager	55.12	172	7.39%	4.04	9	1.35%	0.74	12	3.69%	2.04	14	3.55%	1.96									
PE/PLS	50.20	76	3.24%	1.63	76	11.41%	5.73															
Project Engineer	40.74	294	12.53%	5.11	6	0.90%	0.37	16	4.92%	2.01	40	10.15%	4.14									
PE/PTOE	38.92	195	8.31%	3.23				195	60.00%	23.35												
Engineer	31.53	504	21.48%	6.77	169	25.38%	8.00				52	13.20%	4.16									
Junior Engineer	24.29	548	23.36%	5.67	234	35.14%	8.54	30	9.23%	2.24	224	56.85%	13.81							4	5.00%	1.58
Senior Technician	31.72	224	9.55%	3.03							64	16.24%	5.15									
Technician	23.49	286	12.19%	2.86	172	25.83%	6.07	72	22.15%	5.20												
Clerical	22.52	47	2.00%	0.45																		
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
		0																				
TOTALS		2346	100%	\$32.80	666	100%	\$29.44	325	100%	\$34.84	394	100%	\$29.22	125	100%	\$39.29	80	100%				\$31.12

AVERAGE HOURLY PROJECT RATES

FIRM Hanson Professional Services Inc.
PTB Petri Lane and El Camino
PRIME/SUPPLEMENT Prime

DATE 02/12/10

SHEET 2 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Environmental			Project Report			Project Management			Hours			Wgtd Avg			Part.			Hours			Wgtd Avg			Part.			Hours			Wgtd Avg			Part.		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Principal	71.06																																				
Project Manager	55.12	15	3.50%	1.93	12	6.70%	3.70	86	58.11%	32.03																											
PE/PLS	50.20																																				
Project Engineer	40.74	49	11.42%	4.65	30	16.76%	6.83	62	41.89%	17.07																											
PE/PTOE	38.92																																				
Engineer	31.53	207	48.25%	15.22	72	40.22%	12.68																														
Junior Engineer	24.29	44	10.26%	2.49																																	
Senior Technician	31.72	86	20.05%	6.36	48	26.82%	8.51																														
Technician	23.49																																				
Clerical	22.52	28	6.53%	1.47	17	9.50%	2.14																														

Enter your data in light green cells

Totals										Labor Category											
Click here for Help inserting rows																					

Enter your data in light green cells.

		Totals										Labor Category																					
		Total		\$ 15.874		\$ 1,280		\$ 850		\$ 240		\$ 240		\$ 31.41		429		15		49		207		44		86		20					
		\$		\$		\$		\$		\$		\$		Avo Hourly Rate		Hours		PM		Proj Eng		Eng		Jr Eng		Sr Eng		Tech		Party Chief Rod Man		Clerical	
		Click here for Help inserting rows																															

Enter your data in light green cells

Totals										Labor Category													
Click here for Help inserting rows																							
Task #	Task Description	Total \$	CAD	210 \$	800 \$	100 \$	100 \$	100 \$	100 \$	Ave Hourly Rate	Total Hours	PM \$ 53.91	Proj Eng \$ 39.84	Eng \$ 30.84	Jr. Eng \$ 23.76	Sr. Tech \$ 31.02	Tech \$ 22.97	Party Chie \$ 29.48	Rod Man \$ 16.40	Clerical \$ 22.02	#10		
																						Other Direct Costs	

Enter your data in light green cells

Totals										Labor Category										#10
Click here for Help inserting rows																				
Task # Task Description																				

Enter your data in light green cells.

Totals									
Task #	Task Description	Total \$	13,225	###	\$	10	\$	100	\$
			Other Direct Costs		Ave Hourly		Rate		
			CADD	Printing	Misc	Mileage	0.50/mile		
			\$15/hr						
Labor Category									
			322	12	16	195	30	72	
			Total	PM	QC/QA	PE/PTOE Jr	Traf Eng	Tech	
			Hours	\$ 53.91	\$ 38.06	\$ 34.68	\$ 25.33	\$ 26.00	
									Clerical #10
									\$ - \$ 22.02
1	Traffic Engineering	-	-	-	-	-	-	-	-
	Data Collection	-	-	-	-	-	-	-	-
	Peak Hour Counts	50							
	TDM Information	-							
	Crash Data	69							
	Traffic Memo	-							
	Existing Network	69							
	Existing HCS Analysis	152							
	Develop Design Year Projections	682							
	Design Year HCS Analysis	228							
	Review Crash Data and Analyze	770							
	Structural Design Traffic Volumes	145							
	Identify Projected Intersections Geom	69							
	Memo (Exhibits and Revisions)	916							
	Meetings (1)	297							
	QC/QA	260							
	Intersection Design Studies	-							
	5th and Petri	2,698							
	15th and Petri	2,698							
	15th and El Camino	2,698							
	Revisions	1,425							

Enter your data in light green cells

Totals										Labor Category									
Click here for Help inserting rows																			
Task # Task Description																			



Suggested Form of Resolution to Allow Service Credit for Military Service

Member did not return to IMRF within 90 days of discharge OR military service earned prior to participation

IMRF Form 63A (08/2007)

PLEASE NOTE: This form is to be used for military service that

- **interrupted** IMRF participation but member did **not return** to IMRF **within 90 days** of discharge **OR**
- was **earned prior to IMRF participation**

Use Form 6.62: for **military service** that **interrupted** IMRF participation with **NO** restrictions on amount of service credit

Use Form 6.62A: for **military service** that **interrupted** IMRF participation but **WITH** restrictions on amount of service credit **OR** specific military operations involved to receive service credit.

PLEASE ENTER Employer IMRF I.D. Number

ALL BLANK SPACES ON THIS FORM MUST BE FILLED IN.

RESOLUTION

Number _____

WHEREAS, Article 7 of the Illinois Pension Code (40 ILCS 5/7-139) provides that the governing body of a governmental unit may elect to allow service credit in the Illinois Municipal Retirement Fund to members who served in the armed forces of the United States for all periods of such service prior to their participation in IMRF **OR** whose participation was interrupted by military leave but did not return to IMRF participation within 90 days of discharge, and

WHEREAS, such allowance of service credit cannot be limited to a specific IMRF member and applies to all employees who were in active participating status under IMRF on the date this resolution was adopted;

RESOLVED, that the _____
BOARD, COUNCIL, ETC.

of _____
EMPLOYER NAME

elects to allow service credit to members who served in the armed forces of the United States for up to four years of service, prior to their participation in the Illinois Municipal Retirement Fund;

FURTHER RESOLVED, that the _____ shall be directed to file a
CLERK OR SECRETARY

certified copy of this resolution with the Board of Trustees of the Illinois Municipal Retirement Fund and that this resolution shall remain in full force and effect until modified or rescinded and notice of such modification or rescission has been filed with the Board of Trustees of the Illinois Municipal Retirement Fund. This resolution is not limited to a specific military operation.

CERTIFICATION

I, _____, the _____ of the
NAME CLERK OR SECRETARY OF THE BOARD

_____ of the County of _____,
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct

copy of a resolution duly adopted by its _____ at a meeting duly convened
BOARD, COUNCIL, ETC.

and held on the _____ day of _____, 20 ____.

SEAL

CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund
Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337
Service Representatives 1-800-ASK-IMRF (1-800-275-4673)
www.imrf.org

CITY OF PEKIN CODE OF CONDUCT

PREAMBLE

Elected officials of the City of Pekin must follow the highest standards of ethical behavior in the course of their duties, to ensure that public confidence and trust is maintained.

This code of conduct applies to every municipally elected official. Each is responsible for understanding and complying with the Code of Conduct, as well as any other applicable laws and regulations.

1. Use of City Property and Assets.

- a. Elected officials shall not make use of any property or assets of the City for their own personal gain. In addition, they shall be accountable for insuring that any City property in their care, as part of their duties, is properly secure and protected at all times.
- b. Elected officials should only use the City's property for activities associated with the discharge of their duties. Facilities such as electronic mail, internal mail and computers, or other electronic equipment provided by the City are provided only for City business and sponsored activities, and must be restricted to those activities.

2. Confidential Information.

Confidential information includes information in possession of the City that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Illinois Freedom of Information Act, or other legislation. The current state law allows information that concerns personnel, labor relations, litigation, property acquisitions or disposition, or other specifically exempted information, to remain confidential. For the purposes of this Code of Conduct, "confidential information" includes this type of information.

- a. No elected official shall disclose or release by any means to any member of the public, any confidential information acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council to do so.
- b. No elected official shall use confidential information for personal or private gain, or for the gain of relatives, or any person or any other corporation.
- c. If a matter has been properly discussed in closed session, it remains confidential. No elected official shall disclose the content of any such matter, or the substance of deliberations, of an executive session meeting, unless the disclosure has been authorized by the Council.

- d. Members of the council should not access or attempt to gain access to confidential information in the custody of the City, unless it is necessary in the performance of their duties and not prohibited by council policy.

3. Conduct at Council

- a. Council members shall practice civility, professionalism, and decorum in discussions and debate amongst themselves.
- b. Council members shall also refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the city council, boards, commissions, committees, staff or the public.

4. Conduct Respecting Staff.

- a. Council members shall show respect for the professional capacities of the staff of the City, and shall treat all staff as professionals.
- b. Council members shall respect and adhere to the provisions and procedures of the City Manager form of government; and their dealings, communication, and interaction with staff shall be in accordance with that structure of government.
- c. In that regard, questions of City staff, and/or requests for additional information shall be directed to the City Manager or the department heads. The City Manager should be copied on or informed of any requests.
- d. City Council members shall not disrupt City Staff on/at their jobs, should not publicly criticize an individual employee, and should not get involved in administrative functions.

5. Conduct With Other Public Agencies.

If a council member appears before another governmental agency or organization to give a statement on an issue, the council member shall clearly state that his or her statement reflects personal opinion, or is the official stance of the City, making clear that distinction.

6. Discreditable Conduct.

All members of the council have a duty to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that their work environment is free from discrimination and harassment. The City of Pekin's and State of Illinois Human Rights Code applies to all elected officials.

7. Compliance with the Code of Conduct/Sanctions.

- a. City Council members who breach this code of conduct may be reprimanded or formally censured by the Council.
- b. Serious infractions of the code of conduct may lead to other sanctions as deemed appropriate by the Council, including suspension of the remuneration paid to the member in respect to his or her services as a council member, for a period of up to 90 days.
- c. Alleged violations of the code of conduct shall be referred to the Mayor. The Mayor shall then ask the City Manager to investigate the allegation and report the finding to the Mayor. It is the Mayor's responsibility to determine the next appropriate action. These actions may include, but are not limited to, discussing and counseling the individual on the violations, or recommending sanction to the full Council to consider in a public meeting. In the event of allegations against the Mayor himself, a Mayor Pro Tem shall act in a capacity of the Mayor for purposes of investigation and recommendation with respect to said action.