DEPARTMENT OF CONSERVATION
PROJECT AGREEMENT

DOWNTOWN RIVERFRONT PARK

City of Peoria will acquire 38.35 acres of land, in fee simple title with no rights or reservations being retained by the seller, for public outdoor recreation. Development will be in accordance with the site development plan as submitted to DOC and the disposition of all structures will be made known to the Department.

From: August 1, 1983 To: June 30, 1984

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>TOTAL COST</th>
<th>U.S. OBLIGATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 1 - 38.35 acres</td>
<td>$ 1,060,000.00</td>
<td>$ 400,000.00 (maximum)</td>
</tr>
</tbody>
</table>

TOTAL COST $ 1,060,000.00 $ 400,000.00 (maximum)

Payable to (Agency; Fund, Treasurer) of P. S. Treasurer

Name to appear on check: City of Peoria

NOW, THEREFORE, in consideration of the State's approval of the cost of the above project proposal:

The Political Subdivision of the State of Illinois agrees to execute the above project proposal in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and with the terms, promises, conditions, plans, specifications, estimates, and procedures attached hereto and hereby made a part hereof.

Signature (State Official) Chief, Division of Technical Services 8-12-83

Signature (P. S. Official) Mayor, City of Peoria 8-3-83

This form is subject to approval by the B. O. R. and may be slightly modified.

*NOTE: The term "P. S." means Political Subdivision.*
GENERAL PROJECT CONDITIONS

A. Nondiscrimination in Employment.—In connection with the performance of work under this agreement, the P. S. agrees as follows:

(1) The P. S. will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The P. S. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The P. S. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of his nondiscrimination clause.

(2) The P. S. will, in all solicitations or advertisements for employees placed by or on behalf of the P. S., state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The P. S. will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the P. S.'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The P. S. will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and the rules and regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The P. S. will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the P. S.'s noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be cancelled in whole or in part and the P. S. may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The P. S. will include the provision of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The P. S. will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the P. S. becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the P. S. may request the United States to enter into such litigation to protect the interests of the United States.

(The above Nondiscrimination in Employment clause does not apply to Project Agreements in which the obligation of the United States is $10,000 or less.)

B. Nondiscrimination in the Use of Facilities.

(1) The P. S., its employees, operators, lessees, and sublessees in the operation of any structure or other facility acquired or constructed under the Acts, shall not:

(a) Publicize the facilities, accommodations, or any activity conducted therein in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, creed, color, ancestry, or national origin;
(b) Discrimination, by segregation or other means, against any person or persons because of race, creed, color, ancestry, or national origin in furnishing or refusing to furnish such person the use of any accommodations, facilities, services, or privileges available to the general public.

(2) The P. S. shall post the following notice in such a manner where any facility is available as to insure that its contents will be conspicuous to any person seeking the use of any facility:

No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry or national origin is permitted in the use of this facility.

(3) The P. S. shall in all of its contracts or other forms of agreement require inclusion and compliance with provisions identical with those stated in (1) and (2) herein.

C. Officials Not to Benefit.—No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or any part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

D. Statements and Payrolls.—The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR Part 3) made pursuant to the Copeland Act, as amended (40 U.S.C. sec. 276c), and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. sec. 874) are made a part of this agreement by reference. The P. S. will comply with these regulations and any amendment or modification thereof and the P. S. Prime Contractor will be responsible for the submission of statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

E. Land Purchase.—The Federal Aid share in the price of land or any interest therein acquired by the P. S. cannot exceed 50 percent of the market value of said lands as determined by the Bureau of Outdoor Recreation.

F. Effective Date of Segments.—The effective date of each project segment shall be the date the Project Agreement is approved or the date shown under the caption “Project segment period,” whichever is later. The P. S. will not be eligible to receive Federal Aid funds for expenses incurred before the effective date.

SPECIAL PROJECT CONDITIONS

1. All overhead utilities, excepting electric lines over 15KV, must be buried or otherwise screened.

2. No easements or other land encumbrances, including surface disturbance from the extraction of minerals, can be granted on the subject property without prior written approval of the Department of Conservation and the National Park Service.

3. No portion of this land may be traded, sold or otherwise exchanged without prior written approval of the Department of Conservation and the National Park Service.

4. No indoor buildings, exclusive of service/support structures or sanitary facilities may be constructed on the property acquired hereunder.
ILLINOIS
DEPARTMENT OF CONSERVATION
PROJECT AGREEMENT

RIVERFRONT PARK DEVELOPMENT

The City of Peoria will develop a passive park and support facilities (walkways, access roads, parking, landscaping, utility extensions, irrigation system, etc.), on 36+ acres of riverfront property in downtown Peoria for public outdoor recreation.

Period
From: April 23, 1985
To: December 31, 1986

<table>
<thead>
<tr>
<th>ITEMS</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>N. E. Finch and Co.</td>
<td>$321,811.15</td>
</tr>
<tr>
<td>Sprinkler Irrigation Corp.</td>
<td>$86,180.00</td>
</tr>
<tr>
<td>Foster-Jacob, Inc.</td>
<td>$8,052.00</td>
</tr>
<tr>
<td>Oberlander Electric Co.</td>
<td>$7,490.00</td>
</tr>
<tr>
<td>Jamesco, Inc.</td>
<td>$21,459.00</td>
</tr>
<tr>
<td>Greenvview Landscaping</td>
<td>$58,872.00</td>
</tr>
<tr>
<td>Tazewell County Asphalt Co.</td>
<td>$20,916.00</td>
</tr>
</tbody>
</table>

| TOTAL COST                        | $524,780.15|
|U.S. OBLIGATION                    | $200,000.00 (maximum) |

Payable to (Agency, Fund, Treasurer) of P. S.

Name to appear on check:

NOW, THEREFORE, in consideration of the State's approval of the cost of the above project proposal:

The Political Subdivision of the State of Illinois agrees to execute the above project proposal in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and with the terms, promises, conditions, plans, specifications, estimates, and procedures attached hereto and hereby made a part hereof.

Director,
Illinois Dept. of Conservation
Title (State Official)

Mayor, City of Peoria
Title (P. S. Official)

This form is subject to approval by the B. O. R. and may be slightly modified.

CTE: The term "P. S." means Political Subdivision.
GENERAL PROJECT CONDITIONS

A. Nondiscrimination in Employment.—In connection with the performance of work under this agreement, the P. S. agrees as follows:

(1) The P. S. will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The P. S. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation; and selection for training, including apprenticeship. The P. S. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of his nondiscrimination clause.

(2) The P. S. will, in all solicitations or advertisements for employees placed by or on behalf of the P. S., state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The P. S. will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the P. S.'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The P. S. will comply with all provisions of Executive Order No. 10925 of March 6, 1961, and the rules and regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The P. S. will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the P. S.'s noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be cancelled in whole or in part and the P. S. may be declared ineligible for further Government agreements in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The P. S. will include the provision of the foregoing paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, so that such provisions will be binding upon each subcontractor or vendor. The P. S. will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the P. S. becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the P. S. may request the United States to enter into such litigation to protect the interests of the United States.

(The above Nondiscrimination in Employment clause does not apply to Project Agreements in which the obligation of the United States is $10,000 or less.)

B. Nondiscrimination in the Use of Facilities.

(1) The P. S., its employees, operators, lessees, and sublessees in the operation of any structure or other facility acquired or constructed under the Acts, shall not:

(a) Publicize the facilities, accommodations, or any activity conducted therein in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, creed, color, ancestry, or national origin;
(b) Discriminate, by segregation or other means, against any person or persons because of race, creed, color, ancestry, or national origin in furnishing or refusing to furnish such person the use of any accommodations, facilities, services, or privileges available to the general public.

(2) The P. S. shall post the following notice in such a manner where any facility is available as to insure that its contents will be conspicuous to any person seeking the use of any facility:

No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry or national origin is permitted in the use of this facility.

(3) The P. S. shall in all of its contracts or other forms of agreement require inclusion and compliance with provisions identical with those stated in (1) and (2) herein.

C. Officials Not to Benefit.—No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or any part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

D. Statements and Payrolls.—The regulations of the Secretary of Labor applicable to contractors and subcontractors (29 CFR Part 3) made pursuant to the Copeland Act, as amended (40 U.S.C. sec. 276c), and to aid in the enforcement of the Anti-Kickback Act (18 U.S.C. sec. 874) are made a part of this agreement by reference. The P. S. will comply with these regulations and any amendment or modification thereof and the P. S. Prime Contractor will be responsible for the submission of statements required of subcontractors thereunder. The foregoing shall apply except as the Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions.

E. Land Purchase.—The Federal Aid share in the price of land or any interest therein acquired by the P. S. cannot exceed 50 percent of the market value of said lands as determined by the Bureau of Outdoor Recreation.

F. Effective Date of Segments.—The effective date of each project segment shall be the date the Project Agreement is approved or the date shown under the caption "Project segment period," whichever is later. The P. S. will not be eligible to receive Federal Aid funds for expenses incurred before the effective date.

SPECIAL PROJECT CONDITIONS

1. All overhead utilities on the project property, excepting electric lines over 15 kv, must be buried or otherwise screened.

2. No easements or other land encumberances may be granted on the project property without the prior written approval of the Illinois Department of Conservation and National Park Service.

3. No portion of project property may be traded, sold or otherwise exchanged, nor converted from outdoor recreation use, without the prior written approval of the Illinois Department of Conservation and National Park Service.

4. No indoor buildings, exclusive of service/support structures or sanitary facilities may be constructed on the property acquired and/or developed hereunder.