City of Pekin

REGULAR COUNCIL MEETING MONDAY, SEPTEMBER 28, 2015
5:30 P.M.

	1	2
1.0 CALL TO ORDER		
2.0 PLEDGE OF ALLEGIANCE *Mayor John McCabe*		
3.0 ROLL CALL *Clerk to Call the Roll*		
4.0 APPROVAL OF AGENDA ***ACTION:*** *Motion to approve the meeting agenda.* ***VOTE REQUIRED***		
5.0 APPROVAL OF MINUTES ***ACTION:*** *Motion to approve minutes of the Regular Council Meeting of September 14, 2015 and the Special Meeting of September 21, 2015.* ***VOTE REQUIRED***		
6.0 PUBLIC INPUT		
7.0 CONSENT AGENDA		
7.1 Receive and File Monthly Reports and Minutes: Human Rights Committee Minutes dated August 26, 2015.		
7.2 Receive and File Zoning Board of Appeals Minutes dated August 19, 2015.		
7.3 Receive and File Pekin Planning Commission Minutes dated September 16, 2015.		
7.4 Receive and File: Pekin Planning Commission Recommendations and Hearings: Hearing #04-1894–Recommendation to approve the approval for the Annexation of certain property on Veterans Drive and Zoning assignment verification to B-3 (General Business District).		
ACTION: *Motion to approve all items listed on the Consent Agenda by Omnibus Vote.* ***VOTE REQUIRED TO APPROVE CONSENT AGENDA***		
8.0 COMMUNICATIONS, PETITIONS, REPORTS		
8.1 Public Hearing for the purpose of considering and hearing testimony as to the adoption of an ordinance authorizing the annexation to the City.		
9.0 NEW BUSINESS		

9.1 Ordinance No. 2726-15/16 – An Ordinance Approving Annexation Agreement **DESCRIPTION:** REMJ Properties, LLC owner of 36.2 +/- acres of land used for agricultural purposes petitioned for annexation and agrees to zoning of B-3 and terms concerning access, utilities, subdivision code in the agreement. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	DG	1
9.2 Ordinance No. 2727-15/16-Providing for the Annexation of Certain Territory to the City of Pekin **DESCRIPTION:** Approves 36.2 +/- acres of land to be included within the corporate limits of the City. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	DG	1
9.3 Ordinance No. 2728-15/16 – Authorizing the Execution and Delivery of Loan Agreement Between City of Pekin and Progressive Health and Morton Community Bank **DESCRIPTION:** The ordinance and documents effectuate the Council approval on June 22, 2015 for a loan assistance agreement for financing Pekin Hospital project. **ACTION:** Motion to adopt the ordinance. **VOTE REQUIRED**	DG	1
9.4 Illinois Department of Natural Resources Agreement License 6299 **DESCRIPTION:** Agreement with Illinois Department of Natural Resources to enter the premises to operate, maintain a 42-inch storm sewer and outfall structure. **ACTION:** Motion to approve a 5 year agreement December 1, 2015 and ending November 30, 2020 for full payment of $1,000.00. **VOTE REQUIRED**	DG	3
10.0 ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL		
11.0 EXECUTIVE SESSION **65 ILCS 120/2 (c) 1. Personnel**		
11.1 Possible Action with Respect to City Manager Contract		
12.0 ADJOURN **NO VOTE REQUIRED**		

Column 1 Key:
DG City Manager Darin Girdler
Column 2 Key:
1 **A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
2 **A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
3 **A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
4 **A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.
5 **An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

****

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, SEPTEMBER 14, 2015 AT 5:30 O'CLOCK P.M.
JOHN H. MCCABE * MAYOR * PRESIDING
PRESENT: COUNCIL MEMBERS, GOLDEN, ORRICK, ABEL, RITCHASON, LUFT, AND DUNN
ABSENT: NONE

****

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

Roll was called. All members were physically present. A quorum was declared.

AGENDA
Motion by Council Member Dunn, seconded by Council Member Orrick that the **agenda be approved as presented.** Council Member Golden requested the last Executive Session topic be addressed in open session by adding to the agenda. It was the opinion of Attorney Sue Bosich that there was no motion, no second, no action taken in closed session but consensus given to resolve the matter discussed. On roll call vote, Aye, Orrick, Dunn, Abel, Ritchason, and McCabe; Nays, Golden and Luft. Motion Carried to approve the agenda.

MINUTES
Motion by Council Member Dunn, seconded by Council Member Ritchason that the **minutes of the Regular City Council Meeting of August 24, 2015 and the Special Meeting of August 19, 2015 be approved as written.** Council Member Golden asked that the minutes be corrected as requested by Mr. Mangan that Mr. Mangan did not use the name Dancey in his statement to Council. The Clerk advised the Council that the minutes belonged to the Council not the public to be corrected. The minutes summarized the comments made that indicated Mr. Mangan urged the replacement of the firm of which Corporation Counsel Dancey represented that night. Mayor McCabe felt the minutes accurately reflected the concerns presented to the Council. On roll call vote, Ayes, Orrick, Luft, Dunn, Abel, Ritchason and McCabe; Nay, Golden. Motion carried.

PUBLIC INPUT
Bob Keiser presented comments to the Council-did not support increase in tax rate; suggested increase to levy; questioned if budget cuts were first discussed; questioned job results of Economic Development efforts. Mr. Keiser addressed Mayor McCabe and asked him to resign from his office.
Dr. Timm Schwartz stated how critical it was for development to be successful without a dedicated funding. New development and business would raise the tax base and would result in additional revenues. He felt it would be short sided for Council not to support the increase in sales tax.
Additional comments of opposition to increased sales taxes were received from Jim Mangan, Christine Schott, Sally Johnson, Ann Witzig, and Kathleen Bright.

CONSENT AGENDA
Motion by Council Member Dunn, seconded by Council Member Ritchason that the **CONSENT AGENDA be approved as presented.** The following was presented for consideration of the Consent Agenda items by Omnibus Vote.

7.1 Receive and File Monthly Reports and Minutes: Traffic Safety Committee Minutes dated September 4, 2015, Pekin Police Department August Report, Liquor Commission Minutes dated August 27, 2015, Fire Department August Report, Tazewell County Animal Control August Report and Tourism Committee Minutes dated September 8, 2015.		
7.2 Proclamations:	"Chamber of Commerce Week"	September 14-18, 2015
	"Intellectual Disabilities Week"	September 18-20, 2015
	"National Thank a Police Officer Day"	September 19, 2015

Mayor McCabe brought attention to the proclaimed weeks and encouraged the community to show their blue in support of police officers and to support the tootsie sale to benefit the charitable work of the Knights of Columbus. On roll call vote all present voted Aye.

NEW BUSINESS

ORDINANCE NO.2725-15/16
AMENDING TITLE 3, CHAPTER 2, SECTIONS 1,2 AND 3
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING MUNICIPAL TAXATION

Motion by Council Member Abel, seconded by Council Member Dunn that Ordinance No.2725-15/16 be adopted. Council was advised that the ordinance amended the Home Rule Municipal Retailers Occupation Tax rate to establish a separate special revenue fund from existing sales tax rate of 1 ¼% to the new rate of 1 ¾% of the gross receipts from sale of tangible personal property. Economic Development Director Leigh Ann Brown present background of the Economic Development Advisory Committee's efforts for a potential revenue stream of 50% to increase Pekin' economy by investing in development projects that would generate return and 50% for infrastructure and road improvements. The tax would not apply to groceries, prescription drugs, and vehicle sales. Council Member Orrick questioned the types of projects the money would be used to fund and Council's approval of the spending. Council Member Orrick spoke in non support unless there was a working policy of Council setting parameters for the use of the tax. He felt an efficiency study needed to be completed before he could make a decision that the tax was needed. A motion was made by Council Member Luft, seconded by Council Member Orrick that Ordinance No.2725-15/16 be tabled until next regular meeting September 28, 2015 and that no less than 3 Special Meetings be held prior to that date. Discussion followed on tabling the ordinance. Council Member Luft stated his concerns of the PEDIF program, a previous economic development funding tool and his concerns of manner in which polices and past practices of money were applied. He stated the taxpayer needed to be fully informed of the tax and there be accountability to the taxpayer. Council Member Abel spoke in support of the additional revenue and percentage to be used for infrastructure/streets. He noting street maintenance was a Council priority. Council Member Golden voiced concern of the language use of third party and was provided explanation. He indicated the City did a poor job of managing money and that other options than taxing needed to be utilized such as collecting debt directed in the BD contract and enforcing distractive driver laws. On roll call vote; Ayes, Golden, Orrick, Luft, Ritchason; Nays, Dunn, Abel, and McCabe. Motion Carried.

ORDINANCE NO. 1462-A342-15/16
AMENDING TITLE 8, CHAPTER 4, SECTION 3 F.
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING HANDICAPPED SPACES

Motion by Council Member Dunn, seconded by Council Member Ritchason that Ordinance No.1462-A342-15/16 be adopted. The Traffic Safety Committee recommended to the Council a handicapped parking space on Vienna Court 10 feet west of the walkway between 1825 and 1827. The ordinance would add a listing in the code of the designated area. On roll call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Robert Bramham voiced his concerns that revenues were not being used correctly by the City and that department budget cuts would help the taxpayer.
Bob Keiser expressed appreciation for tabling the Sales Tax Ordinance and encouraged the Council in needed to put an increase in the tax levy.
Alma Christianson expressed appreciation to Council Members Luft and Ritchason for their efforts in getting Illinois American Water Company to cleanup the company's area at the reservoir and water tower.
Jim Mangan addressed the Council with the concerns.
Larry Wolfer expressed need for the accountability by the City. He praised the success of the Marigold Festival.
Christine Shott made the following comments:
Censuring of Mayor McCabe was needed for his actions in regards to the matter with Illinois American Water Company, Council Members Luft's employer.
The expenses from the Tourism Fund matter was illegal and needed to be reimbursed by those individuals at fault.
She asked that the Dancey firm be relieved of their duties with the City for Attorney Dancey's remarks concerning Mr. Mangan.
Ann Witzig called for the resignation of the Mayor, Manager and City Attorney. She expressed her continued concern of HUD and low income housing.
Sally Johnson disseminated to the Council a list of 31 concerns and unanswered questions.
Roger Greer addressed the Council.

City Manager Darin Girdler praised the Marigold Festival for the huge success of the weekend.
The press was given the opportunity to address the Council.
Council Member Dunn stated that the Council had amble time, opportunities and communications to vote on the Sales Tax ordinance in time for the filing date of October 1, 2015. He was prepared to go forward in support and felt the Council should have been. Council Member Abel and Mayor McCabe echoed the support of a vote on the ordinance.
Council Member Golden reported the clumps of weeds on Veterans Drive had been removed. In reference to the attorney speaking out against a member of the public he read from an Ancel, Glink Law Offices Memorandum that there was no such right for participating in council discussions in the manager form of government. He said unsolicited comments had become a pain that he did not appreciate. Council Member Golden was disrupted in being told that the City Attorney had no contract with the City. Council Member Golden then made a motion and it was seconded by Council Member Luft to place on the next regular Council meeting should the City Manager be terminated. Attorney Bosich gave her opinion that the item could be placed in Executive Session. Next comment from Council Member Golden was he heard talk of the snag for Pekin that capturing Big R was to economic development but felt it was a redistribution from Tractor Supply. He responded to a statement that a Council member did not want to cause discomfort to staff in extending the deadline for effective date of a new sales tax. He felt the discomfort of the taxpayer in paying the tax should be what was being considered.
Council Member Ritchason delivered kudos to the Chamber of Commerce hosted the great source of pride, the Marigold Festival. He felt the tabling of the sales tax ordinance was the prudent thing to do if members still had questions. He encouraged more of a concerted effort such as Spruce Up Pekin events and to look into areas of where code enforcement of properties was needed to stop the down hill spiral of the visual looks of the community. He commented on the need of the Council to come together to move forward, set vision which was slowed by several distractions.
Council Member Abel expressed complimentary statements regarding the Marigold Festival.
Council Member Orrick stated if a further split of the funding from a sales tax ordinance to help people in the community could be discussed in February he would be willing to consider the impact of an addition sales tax at that time for the effective deadline of June 2016. He felt it was the consensus of the Council in the matter of road block at St Mary and Sabella Street that they were unnecessary and directed the City Manager that they be removed.
Council Member Luft made the following comments:
Thanked Fire Chief Nelson for the efforts and research made on the issue of multiply residents residential housing.
Apologized to Mr. Mangan for not allowing him to speak at the previous.
Asked the Manager for the written statements requested from him indicating that there was no wrong doing of the Manager and Department Heads in the payment to the IHSA for March Madness participation.
Question the status of hiring a police chief. It was confirmed that negations were in process with applicant contacted.
Asked for update of setting a retreat. Attorney Bosich confirmed that the availability of a facilitator from the Illinois Municipal League was limited but if Council chose available Saturdays prior to Thanksgiving she would confirm his attendance.
Expressed displeasure that the Council Members were not invited to a meeting the Mayor had set to discuss the Police Pensions with the investor.
Expressed his displeasure with the Mayor's actions on contacting his employer. Mr. Luft was informed that an investigation by September 21, 2015 was in process into the events and asked for his resignation.
Mayor McCabe answered several questions that the public had brought to the Council's attention. He indicated that he would be considering doing away with the $20.00 sticker charge for pickup of larger item by the Solid Waste Department. The Mayor also responded to the accusations made that he had intimidated and threatened IAWC regarding their employee Council Member Luft.

No further business to come before the Council, motion by Council Member Ritchason, seconded by Council Member Orrick that Council adjourn. Motion carried voice vote. Mayor McCabe adjourned the meeting in open session.

COUNCIL ADJOURNED AT 8:20 P.M.
Sue E. McMillan
City Clerk

****

PROCEEDINGS OF A 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, SEPTEMBER 21, 2015 AT 5:00 O'CLOCK P.M.
JOHN MCCABE, MAYOR PRESIDING

PRESENT: COUNCIL MEMBERS, ABEL, GOLDEN, DUNN, ORRICK, RITCHASON, LUFT AND MCCABE

ABSENT: NONE

****

Three members of the Council set a special meeting on September 14, 2015 to consider tabled item Ordinance No. 2725-15/16 known as the Sales Tax ordinance. Notice was properly posted and Council received notice of the special meeting on Friday, September 18, 2015.

The **Pledge of Allegiance** was led by Mayor John McCabe.

Roll was called and all Council Members were physically present. A quorum was declared.

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

PUBLIC INPUT

Jim Mangan addressed the Council on the matter of the implementation of a sales tax in relation to the Value Statement of the City (note: Conceptual Plan) – An Effective Government / To deliver effectively the services that Pekin's residents want, need and are willing to support. He stated it was necessary to ask the public what they were willing to support. He urged the Council to cancel Tuesday and Wednesday special meetings; vote no on the tax; and to vote at the next Council Meeting to do a mail survey he proposed.
Sally Johnson asked the Council to vote no on the tax based on previous money spending unaccountability.
Joel Fitzanko asked Council to vote no until "the house was in order".
Ann Witzig expressed concern of trust with the funds from the tax and felt the ordinance did not represent the taxpayer wishes. She asked Council to vote no until accountability was addressed.
Bob Bramham expressed concern of the use of the tax money.
Larry Wolfer opposed additional taxes.
Cathleen Bright spoke against the tax that would include infrastructure and street funding, noting the streets have not been maintained.

UNFINISHED BUSINESS

ORDINANCE NO. 2725-15/16
AMENDING TITLE 3, CHAPTER 2, SECTION 1, 2 AND 3
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING MUNICIPAL TAXATION

Motion by Council Member Luft, seconded by Council Member Orrick that Ordinance No. 2725-15/16 be adopted. Leigh Ann Brown Economic Development Director summarized the proposal presented to the Council at the last meeting and presented more information to address the concerns. Using the Municipal Retailer Occupation Tax to increase sales tax by 1/2 cent thereby providing half of the for economic development and 1/2 for infrastructure and roads was estimated to bring $1,600,000 annually of new funds. Discussion followed. Council Members Orrick and Luft stressed the need for an efficiency study before they could vote on a new tax. Council Member Orrick noted it was a once in a lifetime opportunity to be able to raise funds through an increase in sales tax. He also suggested a third fund be created to have the money redirected back to the people that need help. He may consider an increase for those purposes. Additional concern was the tax would deter people from spending money in Pekin. City Treasurer Jim Wolf answered Council's questions on finances. He agreed with the information given that the City would still be similar in sales tax rates with surrounding communities. Council Member Dunn questioned Mr. Wolf on the two separate dedicated funds which Mr. Wolf indicated City finance program would produce clear reports of where the monies were going. Council Member Luft questioned the reassurance that Council would be the approval process for the program. Council Member Orrick said he could not vote to pass the ordinance in good faith prior to an efficiency study; without knowing where the community stands on the matter. Council Member saw the proposal as a bad investment and spoke of several projects to justify his statement. There was general consensus that an efficiency study of the City and its operations would be conducted before a decision to raise taxes came back to Council. Council Member Luft, seconded by Council Member Orrick that Ordinance No. 2725-15/16 be tabled until March 2016 to meet time deadline to implement June. On roll call vote, Ayes, Golden, Orrick, Luft, Abel, Ritchason; Nays, Dunn and McCabe. Motion Carried.

Without objection from the Council the Special meetings called and posted for posted for Tuesday, September 22, and Wednesday, September 23, 2015 were cancelled.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Public was given the opportunity for input, questions, or concerns. The following people addressed the Council with various comments, Bob Bramham, Ann Witzig, Jim Mangan, Joel Fitzanko, and Larry Wolfer.

Council Member Golden asked the status of the road and street condition report that was funded over a year ago. He asked for enforcement of the ordinance on cell phone use and directed the ordinance on distracted drivers be pursued to include shaving, makeup, and hair. He spoke unfavorable of not receiving deliverables from engineer for options for Court Street.
Council Member Abel asked the City Manager to review City properties that could be utilized by Habitat for Humanity. He spoke in favor or the Mayor’s consideration in reviewing the discontinuance of the $20.00 solid wastes fee for large items.
Council Member Orrick directed the City Manager to have the City Engineer prepare a written report for Veterans Drive expenses and schedule of completion dates. He inquired into the staff review a nuisance ordinance to aid with code enforcement.
Council Member Luft supported discontinuing the $20.00 charge for larger items for solid waste pickup. He suggested that residents contact the Hope Chest to pickup salvageable items.

No further business to come before the Council, motion by Council Member Dunn, seconded by Council Member Abel to adjourn. Motion carried viva voce.

COUNCIL ADJOURNED AT 7:20 P.M.

Sue E. McMillan
City Clerk

City of Pekin
Human Rights Committee
Meeting Minutes

August 26, 2015, City of Pekin Council Chambers

I. Welcome and introductions. **Present: Melinda Figge, Bill Fleming, Roger Goodson, Lynn Johnson, Linda Seth, and Adrienne Southerland; also present were Pamela Anderson and Sarah Newcomb.**

II. Approval of minutes (June 2015)

III. Correspondence and feedback

IV. New Business

A. Introductory conversation on Intersections of Poverty and the 'Isms' video and exercise – **The group watched the video and discussed the messages. The committee gave it positive reviews.**

V. Old Business

A. Assessment of Fair Housing (update) – **The presentation to the City Council has been put on hold pending further education.**

B. Bridges Out of Poverty (update) – **A poverty café was held on August 20th, and a second one is scheduled for September 9th. Poverty Simulations will be held on September 11th and October 5th. The Bridges Out of Poverty program will be held on October 22nd.**

C. Signing for Everett Dirksen (update) - **Two of the signs are up, and Pamela will work on the paperwork for three other locations.**

D. Marigold Festival (update) – **Josiah Williams is booked and ready to go on Saturday at 2pm. The committee discussed offering Josiah a stipend or donation for his appearance. Everyone was okay with the idea and Linda Seth will check with him and get the info to Pamela.**

E. First Friday event (July 3rd, 2015)(wrap up)

VI. Other business to come before the committee

A. Committee members

B. Committee advisory members
C. City staff

VIII. Adjournment – next meeting date September 23, 2015

Pekin Zoning Board of Appeals
August 19, 2015

Present:
John Kennedy, Chairman
Mary Lanane, Chairman Pro-Temp
Greg Henderson
Kim Joesting
Bob Barra
Brandon Dentino

Absent:

Staff Present: Ron Sieh and Attorney Scott Kriegsman

John Kennedy, Chairman led the pledge of allegiance.

John Kennedy, Chairman called the regular meeting of the Zoning Board of Appeals to order.

Roll call was taken and a quorum declared.

John Kennedy, Chairman asked for approval of the Agenda.

Mary Lanane, Chairman Pro-Temp asked for a date correction on the agenda.

MOTION by Kim Joesting seconded by Mary Lanane to approve the Agenda as corrected. On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

John Kennedy, Chairman asked for Approval of the July 15, 2015 Meeting Minutes as presented.

MOTION by Greg Henderson seconded by Kim Joesting to approve the Minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED.**

Correspondence: 42(Forty-two) Letters were mailed regarding Hearing #1. 1 Correspondence. 58(Fifty-eight) Letters were mailed regarding Hearing #2. No Correspondence.

Open public hearing 5:05

Hearing #1:

To allow Amanda and Jeremy Crouch, Owner a variance to place a 6' vinyl fence where posts have been placed farther than previously approved on the site plan at Hearing on May 13' 2015 in the front yard which is currently not allowed as stated in the current Zoning Code for R-2(Single Family Residential) located at # 26 Ashwood Lane.
Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-2 use District.

Jeremy Crouch was present, to state his case and remained for questions.

Scott Robinson was present, 27 Ashwood to oppose the variance for the fence.

Commission asked how much difference there was from previous approval and Ron stated he did not measure where the posts are from what was approved. The Commission already gave a variance and asked what distance from sidewalk and Ron stated 7′ but 1st variance was for 6-12 from house. Mary stated the posts are set beyond what was approved from 1st variance and Ron replied yes.
Jeremy stated when he came to get the permit and asked where he could go with the fence and was given the answer he could go anywhere except 9′ from curb. Jeremy set 13 to 14 posts and received a call about the fence from Ron. Ron stated there must have been some mis-communication in the office but could not speak for Juanita and what was said.
Scott Robinson from 27 Ashwood presented pictures and explained where they were taken from and setback from street to his new house. Scott also gathered information about the May hearing and stated the attempts to contact him about that hearing failed, so he was not aware of the hearing or approval. Scott talked to the developer and Juanita to find out about the approval and was given the site plan that was approved at the hearing. After he pondered it for awhile and decided that after the fact he would be alright with the variance instead of appealing the original variance. Scott stated if the 2nd variance is given it would block his view and the fire and police would not be able to see his house when they come around the corner. Commission asked how much work did he put into fence and Jeremy stated way too much since the rear and east sides are complete up to where he is asking for the 2nd variance. The Commission asked if the department misinterpreted what the 1st variance was and Ron stated the site plan was submitted but6 would not speak for Juanita and what was said about location. Commission stated the hardship now would be moving the fence back to the approved site plan and the cost.

Close public hearing 5:22

MOTION by Bob Barra, with no second to Approve the 2nd variance.

2nd **Motion** by Brandon Dentino to deny variance 2nd by Greg Henderson,

1 **AYE**, Bob Barra, 1 **ABSTAINED**, John Kennedy 4 **Nay**, Kim Joesting, Mary Lanane, Brandon Dentino and Greg Henderson **MOTION DENIED**.

Open public hearing 5:28

Hearing #2:

To allow Deborah Ann Edwards, Owner a variance to replace an existing 8′ privacy fence with the same for the purpose of maintaining current privacy which is not allowed as stated in the

current Zoning Code for R-49Single Family Residential) located at 314 Barbara Road.

Refer to Pekin Zoning Ordinance; Section 9-12-1-2 Board of Appeals, B. Jurisdiction 3. Variance. (9-12-1-2-B-3) and Section 9-9-1 Schedule of Regs, R-4 use District.

Ron presented the variance since the meeting location moved and the owner may be in the other meeting but Ron has only dealt with the fence company and never personally met the owner just talked over the phone. She wants to change the fence and keep the height due to the grade difference between her and the neighbor.
Ron asked Commission if they had a chance to drive by and view the existing situation and see she only has a 10′ backyard that sits lower than the neighbor.
Commission asked when the code changed and I explained that 8′ was never allowed in residential just industrial. Ron stated the existing fence may have went up on the weekend without a permit.

Close public hearing 5:35

MOTION by Bob Barra seconded by Mary Lanane to Approve the request to replace existing 8′ privacy fence with another 8′ privacy fence along as it is not chain link with slats, hardship of the grade of the land. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

MOTION by John Kennedy, Chairman seconded by Kim Joesting to **ADJOURN** the meeting.

Meeting Adjourned at 5:38PM

Ron Sieh, Secretary
Zoning Board of Appeals

Special Pekin Planning Commission Meeting
City Council Chambers
111 S. Capitol Street, 2nd Level
September 16, 2015
5:30 P.M.

Present:
Don Hild, Vice Chairman
Ron Knautz
Bill Craig, Chairman
James Ruth
Steve Thompson(electronically)

Absent:
Jim Jones
Chris Deverman
Daryl Dagit

Chairman, Bill Craig led the pledge of Allegiance.

The Special Meeting of the Pekin Planning Commission Meeting was called to order and a quorum was declared.

Staff Present: Attorney Scott Kriegsman, Ron Sieh

Chairman, Bill Craig asked for Approval of the Agenda

MOTION by Ron Knautz, Seconded by Don Hild to Approve the Agenda as presented On roll call vote, All present voted **AYE.** MOTION **APPROVED.**

Chairman, Bill Craig asked for approval of the minutes for the August minutes.

MOTION by Ron Knautz, Seconded by Don Hild to Approve the August minutes as presented. On roll call vote, All present voted **AYE.** MOTION **APPROVED.**

Bill Craig asked to change agenda for guest to speak about other item. Frank Fink owns Karate School at the Old K.C. Hall located at 615 Park Ave. He would like to put his residence in the north ½ of the building and also keep his Karate School in the south ½. Ron explained that he went to traffic safety about moving his parking from where it exists to the east side of the building and install diagonal parking along 7th Street per the City engineer. The traffic safety committee tabled the request. Ron explained the zoning at the parcel is OS-1, which allows for a residence but the mixed use is and below grade occupancy is the issue. Ron asked for advice from the City Attorney. The City Attorney will take a look at the plan and recommended that it go to ZBA since it does not fit the criteria for PPC. Ron explained that the separation wall between the occupancies will need to be installed and that the egress codes will still need to be met.

Application #1: Ron Sieh, City of Pekin Presented Annexation

Hearing #04-1894: Annexation of certain property on Veterans Drive and Zoning assignment per annexation agreement with a Legal description as part of the Northeast Quarter of Sec. 7 T24N R4W of the Third Principal Meridian/ containing 36.2 acres +/- with the following PIN # 04-10-01-407-008 located in Tazewell County.

Bill Craig called Steve Thompson for electronic attendance.

Open Public Hearing:5:52pm

Nobody was present to speak for the annexation or zoning assignment verification.

Close Public Hearing:5:53pm

Bill Craig opened public hearing and Ron Sieh explained which parcel it was and explained the Annexation Agreement and the Zoning Assignment to B-3 (General Business), also explained the ingress and egress to the parcel and the allowed use of gravel approaches for farming use until the property develops and then the concrete approaches would be required. Ron also explained that the annexation agreement which was given to the Commission is not the final agreement but the zoning will stay as B-3(General Business) since this zoning would fit into the area given the entire area surrounding this parcel is already B-3(General Business). Bill Griffin was present to explain the area being annexed and presented different maps that showed the area that the hospital project would be located. Ron explained that this is for the annexation and as parcels develop they would be required to submit site plans to the Commission to be approved for any development.

Roll Call for approval of the Annexation and Zoning Assignment verification.

Motion by Ron Knautz and seconded by Steve Thompson to approve the Annexation and the Zoning Assignment verification.
On roll call vote, All present voted **AYE.** Motion **Approved.**

Public Input

None

Adjourn the Meeting @ 6:30pm

Ron Sieh, Secretary
Pekin Planning Commission

Pekin
ILLINOIS

REQUEST FOR COUNCIL ACTION **To: Mayor and Council** **CC: City Clerk & City Manager** **From: Building Inspector/ Code Enforcement Officer/ Ronald W. Sieh**
AGENDA ITEM: Annexation of certain property and Zoning assignment verification of B-3(General Business) on Veterans Drive.
AGENDA DATE REQUESTED: September 28, 2015
ACTION REQUESTED: Recommendation to approve annexation of certain property to the City of Pekin and zoning assignment verification of B-3(General Business).
DESCRIPTION: The parcel which is contiguous to the City of Pekin and contains 36.2 acres =/- at the corner of Veterans Drive and Griffin Ave.
FINANCIAL IMPACT: None
NEIGHBORHOOD CONCERNS: None
IMPACT IF APPROVED: Stay in line with the Comprehensive Plan and increase property tax revenue for the City of Pekin as the area develops.
IMPACT IF DENIED: The acreage would not be annexed and any proposed development would not become a reality for this parcel of land at this time.
ALTERNATIVES: None
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improves the quality of life for Pekin's residents.
√	**An Effective Government.** To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Director ____________________ 9/22/2015
Date

Finance Department

____
(Certification of Availability of Funds) Date

Corporation Counsel

____
(Certification of Review) Date

City Manager

____
Date

Pekin Planning Commission
September 16, 2015

HEARING # 04-1894

The Pekin Planning Commission recommends the **Approval** for the Annexation of certain property on Veterans Drive and Zoning assignment verification to B-3(General Business District) to the Pekin City Council.

____
Bill Craig, Chairman

____
Don Hild, Vice-Chairman

Tally of Votes:
AYE - (5)
NAY - (0)
ABSTAIN -
ABSENT - (3)

ORDINANCE NO. 2726-15/16

AN ORDINANCE APPROVING ANNEXATION AGREEMENT

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

WHEREAS, REMJ Properties, LLC is the owner of the following described real estate and that there are no electors residing therein; and

See Exhibit "A" Attached Hereto and Incorporated Herein by Reference Thereto. (hereinafter the "TERRITORY").

AND WHEREAS, said TERRITORY is contiguous with the boundary of the City of Pekin, Illinois; and

WHEREAS, said TERRITORY is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, the City of Pekin and the owner of record of all of the land within the territory herein described have negotiated a certain Annexation Agreement, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B"; and

WHEREAS, on September 16, 2015, pursuant to notice in the manner required by law, the Pekin Planning Commission conducted a public hearing for the purpose of considering the annexation and zoning of the TERRITORY; and

WHEREAS, on September 28, 2015, pursuant to notice in the manner required by law, the Mayor and the City Council of the City of Pekin conducted a public hearing for the purpose of considering the Annexation Agreement and the annexation zoning of the TERRITORY; and

WHEREAS, it is deemed in the best interests of the City of Pekin, Illinois, that the City of Pekin approves the Annexation Agreement.

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

SECTION I: That the Annexation Agreement regarding the TERRITORY as described in Exhibit "A" attached hereto is hereby approved.

SECTION II: That the Mayor and the City Clerk are hereby authorized and directed to execute, deliver and perform the Annexation Agreement (and the documents incorporated therein) substantially in the form of such Annexation Agreement as presented at this meeting or with such changes therein as may be approved by the officers executing the same. The Mayor and City Clerk are further authorized to execute such other documents as may be necessary and proper to consummate said Annexation Agreement,

SECTION III: That the Notices and Affidavit of Mailing of Notice marked Exhibit "C" be made an express part of this ordinance.

SECTION IV: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this ______ day of ____________________, 2015; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ______ day of ___________________, 2015.

MAYOR

ATTEST:

CITY CLERK

Exhibit "A"

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 7 as the Point of Beginning of the Property to be described; thence North along the West line of the East Half of the Northeast Quarter of said Section 7, a distance of 1383 feet, more or less, to a point on the South right of way line of the C.C.C. & ST. L. R.R.; thence Southeasterly along said South right of way line of the C.C.C. & ST. L. R.R., a distance of 1379 feet, more or less, to a point on the East line of the Northeast Quarter of said Section 7; thence South along the East line of the Northeast Quarter of said Section 7, a distance of 1003 feet, more or less, to the Southeast corner of the Northeast Quarter of said Section 7, thence West along the South line of the Northeast Quarter of said Section 7, a distance of 1322.4 feet, more or less, to the point of beginning, situate, lying and being in Tazewell County, Illinois.

PART OF PIN # 11-11-07-203-003

EXHIBIT "B"

ANNEXATION AGREEMENT
Tazewell County, IL

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Darrell E. Dies, P.C.
1426 CR 800 North
Eureka, Illinois 61530

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (herein "Agreement") made on or as of the ____ ______ day of ____________________, 2015 by and between the City of Pekin, a municipal corporation organized and existing under the laws of the State of Illinois (the "City") and REMJ Properties, LLC (the "LLC") (the LLC is sometimes hereinafter referred to as the "Owner").

RECITALS

A. The Owner holds fee simple title to the Property hereinafter more particularly described.

B. The Property consists of vacant land used for agricultural purposes hereinafter more particularly described.

C. The Property is contiguous to the boundary line of the City and is not located within the corporate limits of any other municipality.

D. The Owner plans for the foreseeable future to continue to utilize the Property, for agricultural purposes while retaining the option to subdivide or develop the Property on whatever schedule the Owner deems appropriate.

E. On ~~August XX~~ September 28, 2015, after duly published notice, the City Council of the City conducted and adjourned a public hearing on this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the City and the Owner agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the indicated meaning except where the use or context clearly indicates that a different meaning is intended:

A. **"Agreement"** or **"this Agreement"** means this annexation agreement between the City and the Owner.
B. **"Agricultural Equipment"** means mechanical devices used for agricultural purposes, including, but not limited to, tractors, farm equipment, emblements, automobiles, trucks, grain trucks, tractor-trailer combinations used for hauling agricultural equipment and/or grain, and the like.
C. **"Agricultural Purposes"** means the science, art or practice of cultivating the soil, producing crops and/or planting/growing trees in varying degrees.
D. **"Annexation Ordinance"** means an ordinance which annexes the Property to the City.
E. **"City"** shall have the meaning established in the preambles to this Agreement.
F. **"City Code"** means the Pekin City Code as amended from time to time.
G. **"LLC"** shall have the meaning established in the preambles to this Agreement.
H. **"Owner"** shall have the meaning established in the preambles to this Agreement.
I. **"Plat Act"** means the Plat Act found at 765 ILCS 205/0.01.
J. **"Property"** means the real property legally described at "Exhibit A" of this Agreement.
K. **"Recapture Fees"** means a fee assessed to the Property by a City Ordinance or other private agreement which recaptures the City's investment in the water, sewer or similar infrastructure applicable to the Property.
L. **"Subdivision Code"** means the "Pekin Subdivision Code" found at Title 10 of the City Code.
M. **"Zoning Code"** means the "Pekin Zoning Code" found at Title 9 of the City Code

.

ARTICLE II

ANNEXATION, ZONING AND SUBDIVISION OF THE PROPERTY

2.1 Submission of Petition to Annex. The Owners have executed and delivered a Petition for Annexation to the Clerk of the City. Subject to the provisions of the Illinois Municipal Code 65 ILCS Section 7-1-8, the Owner and the City agree to do, or cause to be done, all things necessary or appropriate to cause the Property to be duly and validly annexed to the City in accordance with the provisions of paragraph 2.2 hereof concurrently with the execution of this Agreement.

2.2 Annexation of the Property & Zoning Use. Within 30 days after the Petition for Annexation of the Property has been filed with the Clerk of the City, the City shall, subject to the terms and conditions of this Agreement, take all action necessary or appropriate to cause the Property to be annexed to the City. The City agrees that upon the annexation of the Property, it will simultaneously amend the zoning ordinance of the City of Pekin to Classify as a B-3 General Business District under its zoning ordinance the Property as identified in the Annexation Plat, attached hereto as "Exhibit B" and incorporated herein by reference, showing the relationship of the boundaries of the Property prior to its annexation to the then existing corporate limits of the City. Moreover, in particular and without limitation, the City Council of the City shall adopt an Annexation Ordinance and prepare and serve any notices to any township road district or fire protection district as may be required by law. The City shall at its expense timely record this Agreement, the Annexation Ordinance and any other documents as may be necessary to effectuate the terms of this Agreement in the office of the Tazewell County, Illinois Recorder of Deeds.

2.3 Subdivision of Property. Any subdivision of the Property shall be completed in accordance with the Subdivision Code and in compliance with the City Code.

2.4 Driveway Access to Property. The City agrees that in addition to the existing driveway for the Property located on Veterans Drive ("Existing Driveway"), the LLC may at its sole cost and expense install one additional driveway on the Property North of the Existing Driveway for the purpose of accommodating access for Agricultural Equipment to such Property from Griffin Avenue or Veterans Drive subject to the following conditions:

A. The driveway shall be constructed using CA-6 road gravel or white rock and need not be paved;
B. The LLC shall not be required to obtain a permit prior to the driveway installation;
C. The driveway shall not exceed a width of 40 feet; and
D. The driveway shall not lie within 10 feet of any neighboring boundary line.

In the event that the Property is used for any purpose other than for Agricultural Purposes, a paved driveway meeting the standards imposed by the City Code shall first be installed.

2.5 Fees. The City agrees that no annexation fees other than as provided herein, no donations of real estate or money other than as provided herein and no performance bonds shall be required in connection with the annexation of the property to the City; provided that nothing herein shall relieve the Owner from providing any performance bond customarily required by the City on account of improvements made by the Owner which are not prescribed in this Agreement and which will be dedicated to the City pursuant to its ordinance(s).

2.6 Utilities – Water. The City represents and warrants that a municipal water main owned and operated by Illinois Ameren Water exists at a point contiguous with the Property, that said municipal water main has sufficient capacity to service the Property zoned as a B-3 General Business District and that the Owner, its successors and assigns, shall be permitted to tap onto the municipal water main for the purpose of permanently extending water service to the Property.

2.7 Utilities – Sewer. The City represents and warrants that a municipal sanitary sewer main and storm sewer main owned and operated by the City exist at a point contiguous with the Property, that said municipal sanitary sewer main and storm sewer main have sufficient capacity to service the Property zoned as a B-3 General Business District and that the Owner, it successors and assigns, shall be permitted to connect to the municipal sanitary sewer main and storm sewer main for the purpose of permanently extending storm sewer and sanitary sewer main service to the Property.

2.8 Recapture Fees. Except for the sewer tap fees identified in Title 4 (Public Ways & Property) of the City Code and except as expressly identified in this Agreement, the City represents and warrants that there are no Recapture Fees or other fees related to the Property.

ARTICLE III

GENERAL PROVISIONS

3.1 Breach and Opportunity to Cure. Before any failure of any party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure to perform shall notify in writing the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance is completed to the reasonable satisfaction of the complaining party within 30 days after receipt of such notice, or in the case of a failure which by its nature takes in excess of 30 days to cure, such longer period of time as may be reasonably necessary to cure the same provided that the curing party is pursuing said cure with due diligence.

3.2 Amendment. This Agreement and any exhibits attached hereto may be amended in writing only by 1) the City and the Owner of record of a portion of the subject real property as to the provisions applying exclusively thereto, without the consent of the Owner of other portions of the subject real property not impacted by this amendment or 2) the mutual consent of the parties including in the case of the City, by the adoption of an ordinance of the City approving said amendment as provided by law, and by the execution of said amendment by the parties or their successors in interest.

3.3 No Other Agreements. Except as otherwise expressly provided herein, this Agreement supercedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

3.4 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, successor owners of record of real estate that is the subject of this Agreement, assignees, lessees, and any successor municipal authorities of the City and successor municipalities for a period of 20 years from the date of execution hereof and any extended time that may be agreed to by amendments.

3.5 Consent. Except as otherwise provided herein, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld or unduly delayed.

3.6 Paragraph Headings. Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

3.7 Severability. If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement (and to that end, any provisions, covenants, or portion of this Agreement are declared to be severable). It is expressly understood that the zoning classification of B-3 which has been approved by the City, shall survive this Agreement and continue to be the zoning classification of the Property.

3.8 Enforceability. This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants herein contained.

3.9 Applicable Law. The laws of the State of Illinois without giving effect to its conflicts of law principles shall govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding in the Tazewell County Circuit Court in the State of Illinois. Each party waives, to the fullest extent permitted by law, 1) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in the Tazewell County Circuit Court in the State of Illinois and 2) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. Each party to this Agreement consents to the exclusive jurisdiction of the Tazewell County Circuit Court in the State of Illinois for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates. Each party agrees that the exclusive choice of forum set forth in this paragraph does not prohibit the enforcement of any judgment obtained in that forum or any other appropriate forum.

3.10 Notices. All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or as of the third day from and including the day of posting if mailed by certified or registered mail return receipt requested with postage prepaid:

To the City: City of Pekin
Attention: Mayor
1407 Glendale
Pekin, Illinois 61554

To the Owner: REMJ Properties, LLC
ATTN: James M. Miller
17958 IL Route 9
Pekin, Illinois 61554

or to such replacement parties as may from time to time be identified by written notice.

3.11 Mutual Assistance. The City and the Owner shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such other actions as may be necessary to enable the compliance by the City and the Owner with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement and the intentions of the parties as reflected by said terms.

3.12 Term of Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns for 20 years, commencing as of the date hereof, and for such further term as may hereinafter be authorized by statute and by ordinance of the City. If any of the terms of this Agreement, or the annexation or zoning of the Property, is challenged in any court proceeding, then, to the extent permitted by law, the period of time during which such litigation is pending shall not be included in calculating said 20 year period. The expiration of the Term of this Agreement shall not affect the continuing validity of the zoning of the Property or any ordinance enacted by the City pursuant to this Agreement.

This space intentionally left blank.

IN WITNESS WHEREOF, the City and Owner have caused this Annexation Agreement to be executed effective as of the day and year first above written.

CITY OF PEKIN **ATTEST:**

By____________________________ By: ____________________________
City Manager, Darin Girdler Its Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF ______________)

The foregoing instrument was acknowledged before me this _______ day of ________________, 2015 by Darin Girdler and ____________________ who are, respectively, the City Manager and City Clerk of the City of Pekin, an Illinois municipal corporation, on behalf of the corporation.

(Notarial Seal) ____________________________
Notary Public

James M. Miller (SEAL)
James M. Miller, Not Personally, but as a Manager of the REMJ Properties, LLC

STATE OF ILLINOIS)
)SS.
COUNTY OF WOODFORD)

I, the undersigned, a Notary Public in and for said County, Illinois, DO HEREBY CERTIFY that JAMES M. MILLER, NOT PERSONALLY, BUT AS A MANAGER OF REMJ PROPERTIES, LLC, who was/were either 1) personally known to me or 2) presented satisfactory evidence of identification in the form of a Driver's License or State of Illinois issued picture identification document, to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and swore on oath to the above foregoing instrument. Given under my hand and Notarial Seal, this 3 day of AUGUST, 2015.

DARRELL DIES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
April 11, 2017

(Notarial Seal) ____________________________
Notary Public

EXHIBIT A – Legal Description of Property

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 7 as the Point of Beginning of the Property to be described; thence North along the West line of the East Half of the Northeast Quarter of said Section 7, a distance of 1383 feet, more or less, to a point on the South right of way line of the C.C.C. & ST. L. R.R.; thence Southeasterly along said South right of way line of the C.C.C. & ST. L. R.R., a distance of 1379 feet, more or less, to a point on the East line of the Northeast Quarter of said Section 7; thence South along the East line of the Northeast Quarter of said Section 7, a distance of 1003 feet, more or less, to the Southeast corner of the Northeast Quarter of said Section 7, thence West along the South line of the Northeast Quarter of said Section 7, a distance of 1322.4 feet, more or less, to the point of beginning, situate, lying and being in Tazewell County, Illinois.

Tax I.D. – PIN: 11-11-07-203-003

EXHIBIT "C"

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS }
} S.S.
COUNTY OF TAZEWELL }

SUE E. MCMILLAN, being first duly sworn, on oath deposes and says that she did cause the attached Notice to be served upon the following:

Cameron Bettin, Director
Pekin Park District
1715 Dragon Drive
Pekin, Illinois 61554

Jeff Brooks
Pekin Public Library
301 South Fourth Street
Pekin, Illinois 61554

Imperial Valley Water District
Jeff Smith Chairman
2585E CR 1000N
Easton, IL 62633

John Moser
Elm Grove Clerk
P.O. Box 382
Tremont, Illinois 61568

Jerome Brown
Elm Grove Highway Commissioner
13400 Oak Lake
Tremont, Illinois 61568

Matt Gossmeyer
Elm Grove Assessor
24730 E.
Tremont, Illinois 61568

Alan Bliss
Elm Grove Trustee
14157 Watson Road
Pekin, Illinois 61554

James Miller
Elm Grove Trustee
17958 Illinois Rt. 9
Pekin, Illinois 61554

Curt Hochstetler
Elm Grove Trustee
3103 Allentown Road
Pekin, Illinois 61554

Scott Largent
Elm Grove Trustee
P.O. Box 1520
Tremont, Illinois 61568

Galen Koch
Elm Grove Supervisor
11703 Springfield Road
Tremont, Illinois 61568

Fire Chief Chad E. Plemons
North Pekin Fire Department
236 South Main Street
North Pekin, Illinois 61554

Michael O'Brien
Central Groveland Fire Protection District
427 Whispering Oaks Drive
Groveland, Illinois 61535

Terry Cunefare
Central Groveland Fire Protection District
P.O. Box 251
Groveland, Illinois 61535

Matt McMorrow
Central Groveland Fire Protection District
418 Northern Oaks Drive
Groveland, Illinois 61535

By mailing a true and correct copy of the same by certified mail at the addresses set forth above on the 3rd day of September 2015 by depositing the same in the United States Mail at Pekin, Illinois, postage prepaid.

____
SUE E. MCMILLAN

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 3rd day of September 2015

____
Notary Public

<u>This Instrument Prepared By:</u>
Sue E. McMillan
City Clerk
City of Pekin
111 South Capitol Street
Pekin, IL 61554

PEKIN ILLINOIS

City of Pekin

NOTICE

September 2, 2015

Please disregard a previous notice of annexation of 6.336 +/- acres of the 36.2 +/- acres described and set for consideration and attached.

You are hereby notified that the City of Pekin, County of Tazewell, is about to annex the territory hereinafter described pursuant to the provisions of 65 ILCS 5/11-15.1-1, and that such annexation will take place not less than ten days after the service of this notice on you. The Council intends to consider the annexation of this territory at a meeting to be held at City Hall, 111 South Capitol Street, Pekin, Illinois, on September 28, 2015 at 5:30pm.

The real estate is described as follows:

(See Exhibit "A" Attached Hereto.)

Respectfully submitted,

John McCabe
Mayor

ATTEST:

Sue E. McMillan
City Clerk

Exhibit "A"

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 7 as the Point of Beginning of the Property to be described; thence North along the West line of the East Half of the Northeast Quarter of said Section 7, a distance of 1383 feet, more or less, to a point on the South right of way line of the C.C.C. & ST. L. R.R.; thence Southeasterly along said South right of way line of the C.C.C. & ST. L. R.R., a distance of 1379 feet, more or less, to a point on the East line of the Northeast Quarter of said Section 7; thence South along the East line of the Northeast Quarter of said Section 7, a distance of 1003 feet, more or less, to the Southeast corner of the Northeast Quarter of said Section 7, thence West along the South line of the Northeast Quarter of said Section 7, a distance of 1322.4 feet, more or less, to the point of beginning, situate, lying and being in Tazewell County, Illinois. 36.2 +/- acres.

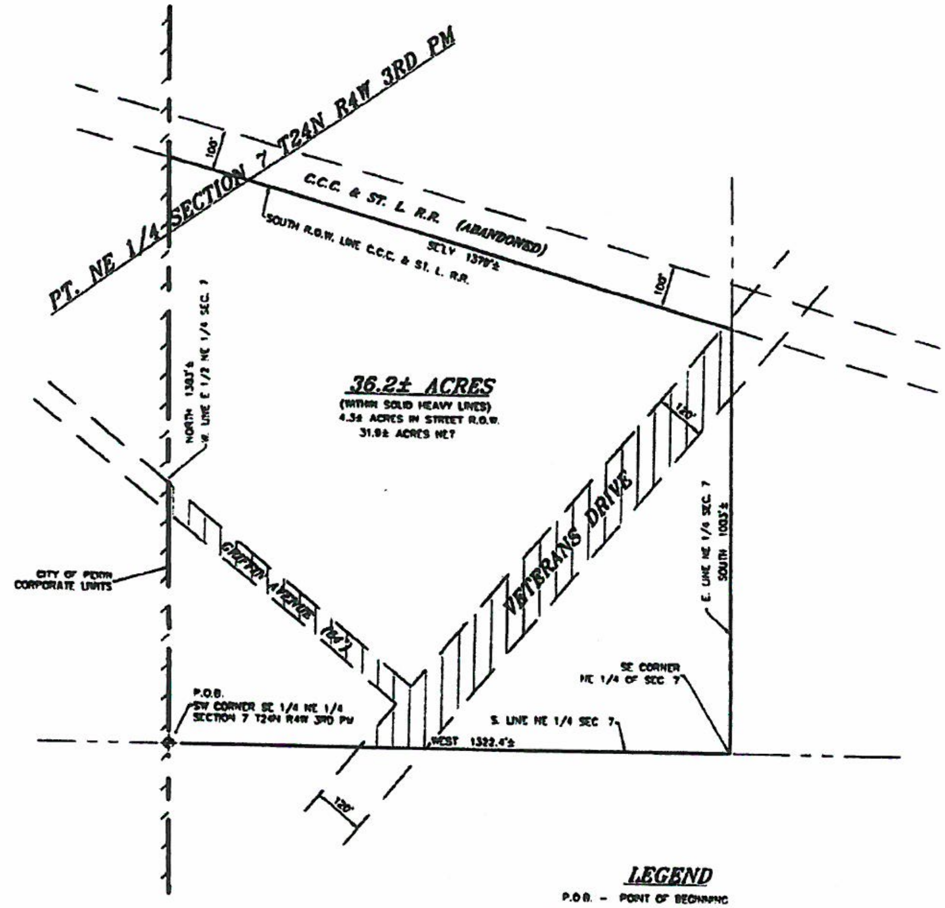
PART OF PIN # 11-11-07-203-003

Commonly known as REMJ Properties, LLC

LEGAL DESCRIPTION
(ANNEXATION AREA - 36.2± ACRES)

A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, T. 24 N., R. 4 W. OF THE 3RD P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH ALONG THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SAID SECTION 7, A DISTANCE OF 1303 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE C.C.C. & ST. L. R.R.; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF THE C.C.C. & ST. L. R.R., A DISTANCE OF 1370 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 7, A DISTANCE OF 1003 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 7, THENCE WEST ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 7, A DISTANCE OF 1322.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF TAZEWELL AND STATE OF ILLINOIS.



LEGEND

P.O.B. - POINT OF BEGINNING

▱ - STREET R.O.W. AREA FOR GRIFFIN AVENUE AND VETERANS DRIVE

STATE OF ILLINOIS }
COUNTY OF PEORIA }

WE, ZUMWALT & ASSOCIATES, INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE PREPARED AN ANNEXATION PLAT TO THE CITY OF PEKIN, FOR A TRACT OF LAND BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 7, T24N, R4W, OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" EQUALS 200 FEET.

DATED THIS 17TH DAY OF JUNE, A.D. 2015.

BY ______________________
ILLINOIS PROFESSIONAL LAND SURVEYOR #2326
LICENSE EXPIRATION DATE 11-30-16

GARY R. ZUMWALT
2326
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
PEORIA, ILLINOIS

P.I.N. 11-11-07-203-003

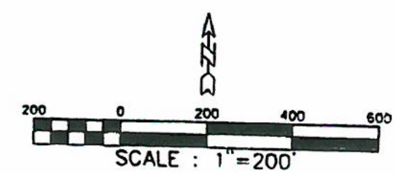


EXHIBIT A

PENGAD 800-631-6989

DRAWN BY: JMD APPROVED BY: GRZ DATE: 6/17/15 DWG: 23097-AN-001	**ZUMWALT & ASSOCIATES, INC.** PROFESSIONAL ENGINEERS • REGISTERED LAND SURVEYORS 1040 W. OLYMPIA DRIVE PEORIA, ILLINOIS • (309) 697-5074 DESIGN FIRM REGISTRATION NO. 184-003119	ANNEXATION PLAT FOR CITY OF PEKIN	1/1 JOB NO. 23,397

ORDINANCE NO. 2727-15/16

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

WHEREAS, REMJ Properties, LLC is the owner of the following described real estate adjacent to the City of Pekin:

> A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 7 as the Point of Beginning of the Property to be described; thence North along the West line of the East Half of the Northeast Quarter of said Section 7, a distance of 1383 feet, more or less, to a point on the South right of way line of the C.C.C. & ST. L. R.R.; thence Southeasterly along said South right of way line of the C.C.C. & ST. L. R.R., a distance of 1379 feet, more or less, to a point on the East line of the Northeast Quarter of said Section 7; thence South along the East line of the Northeast Quarter of said Section 7, a distance of 1003 feet, more or less, to the Southeast corner of the Northeast Quarter of said Section 7, thence West along the South line of the Northeast Quarter of said Section 7, a distance of 1322.4 feet, more or less, to the point of beginning, situate, lying and being in Tazewell County, Illinois. 36.2 +/- acres.
>
> PART OF PIN # 11-11-07-203-003

AND WHEREAS, said tract is contiguous with the boundary of the City of Pekin, Illinois; and

WHEREAS, said tract is not within any other municipality and no petition is pending pertaining to any annexation of said land, other than as herein set forth; and

WHEREAS, it is deemed in the best interests of the City of Pekin to annex said real estate to the City of Pekin and zoned as herein set forth; and

WHEREAS, the City of Pekin is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois.

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

SECTION I: That the property described below is hereby annexed to and made a part of the City of Pekin, and the same is hereby included within the corporate limits of the City of Pekin:

SECTION II: That the plat hereunto attached and marked Exhibit "A", being a true, correct and exact plat of the territory heretofore described in this ordinance, showing the relation of the existing boundary of the City of Pekin with the land being annexed, be made an express part of this ordinance.

SECTION III: That the Notices and Affidavit of Mailing of Notice to the Trustees of Elm Grove Township, Central Groveland Fire Protection District, North Pekin Fire Department, the Director of the Pekin Park District, the Elm Grove Township Road Commissioner, Elm Grove Township Supervisor, Elm Grove Township Assessor, Elm Grove Clerk, and Imperial Valley Water District, marked Exhibit "B" be made an express part of this ordinance.

SECTION IV: That the parcel of real estate described above shall be zoned B-3 (General Business District)

SECTION V: That, upon the taking effect of this ordinance, together with the attached Exhibit "A" and Exhibit "B", the City Clerk shall file a certified copy of this ordinance in the Office of the Tazewell County Recorder of Deeds, and further the City Clerk shall file a document of annexation with the County Clerk and County Election Authority.

SECTION VI: That this ordinance shall be in full force and effect upon its passage, approval and publication as may be required by law.

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this ______ day of ____________________, 2015; and upon roll call the vote was as follows:

AYES: ____________________

NAYS: ____________________

ABSENT: ____________________

ABSTAINING: ____________________

APPROVED this ______ day of __________________, 2015.

____
MAYOR

ATTEST:

____
CITY CLERK

EXHIBIT "B"

AFFIDAVIT OF SERVICE

STATE OF ILLINOIS }
} S.S.
COUNTY OF TAZEWELL }

SUE E. MCMILLAN, being first duly sworn, on oath deposes and says that she did cause the attached Notice to be served upon the following:

Cameron Bettin, Director
Pekin Park District
1715 Dragon Drive
Pekin, Illinois 61554

Jeff Brooks
Pekin Public Library
301 South Fourth Street
Pekin, Illinois 61554

Imperial Valley Water District
Jeff Smith Chairman
2585E CR 1000N
Easton, IL 62633

John Moser
Elm Grove Clerk
P.O. Box 382
Tremont, Illinois 61568

Jerome Brown
Elm Grove Highway Commissioner
13400 Oak Lake
Tremont, Illinois 61568

Matt Gossmeyer
Elm Grove Assessor
24730 E.
Tremont, Illinois 61568

Alan Bliss
Elm Grove Trustee
14157 Watson Road
Pekin, Illinois 61554

James Miller
Elm Grove Trustee
17958 Illinois Rt. 9
Pekin, Illinois 61554

Curt Hochstetler
Elm Grove Trustee
3103 Allentown Road
Pekin, Illinois 61554

Scott Largent
Elm Grove Trustee
P.O. Box 1520
Tremont, Illinois 61568

Galen Koch
Elm Grove Supervisor
11703 Springfield Road
Tremont, Illinois 61568

Fire Chief Chad E. Plemons
North Pekin Fire Department
236 South Main Street
North Pekin, Illinois 61554

Michael O'Brien
Central Groveland Fire Protection District
422 Whispering Oaks Drive
Groveland, Illinois 61535

Terry Cunefare
Central Groveland Fire Protection District
P.O. Box 251
Groveland, Illinois 61535

Matt McMorrow
Central Groveland Fire Protection District
418 Northern Oaks Drive
Groveland, Illinois 61535

By mailing a true and correct copy of the same by certified mail at the addresses set forth above on the 3rd day of September 2015 by depositing the same in the United States Mail at Pekin, Illinois, postage prepaid.

____
SUE E. MCMILLAN

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 3rd day of September 2015

____
Notary Public

<u>This Instrument Prepared By:</u>
Sue E. McMillan
City Clerk
City of Pekin
111 South Capitol Street
Pekin, IL 61554

Pekin
ILLINOIS

City of Pekin

NOTICE

September 2, 2015

Please disregard a previous notice of annexation of 6.336 +/- acres of the 36.2 +/- acres described and set for consideration and attached.

You are hereby notified that the City of Pekin, County of Tazewell, is about to annex the territory hereinafter described pursuant to the provisions of 65 ILCS 5/11-15.1-1, and that such annexation will take place not less than ten days after the service of this notice on you. The Council intends to consider the annexation of this territory at a meeting to be held at City Hall, 111 South Capitol Street, Pekin, Illinois, on September 28, 2015 at 5:30pm.

The real estate is described as follows:

(See Exhibit "A" Attached Hereto.)

Respectfully submitted,

John McCabe
Mayor

ATTEST:

Sue E. McMillan
City Clerk

Exhibit "A"

A part of the Southeast Quarter of the Northeast Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows: Commencing at the Southwest corner of the Southeast Quarter of the Northeast Quarter of said Section 7 as the Point of Beginning of the Property to be described; thence North along the West line of the East Half of the Northeast Quarter of said Section 7, a distance of 1383 feet, more or less, to a point on the South right of way line of the C.C.C. & ST. L. R.R.; thence Southeasterly along said South right of way line of the C.C.C. & ST. L. R.R., a distance of 1379 feet, more or less, to a point on the East line of the Northeast Quarter of said Section 7; thence South along the East line of the Northeast Quarter of said Section 7, a distance of 1003 feet, more or less, to the Southeast corner of the Northeast Quarter of said Section 7, thence West along the South line of the Northeast Quarter of said Section 7, a distance of 1322.4 feet, more or less, to the point of beginning, situate, lying and being in Tazewell County, Illinois. 36.2 +/- acres.

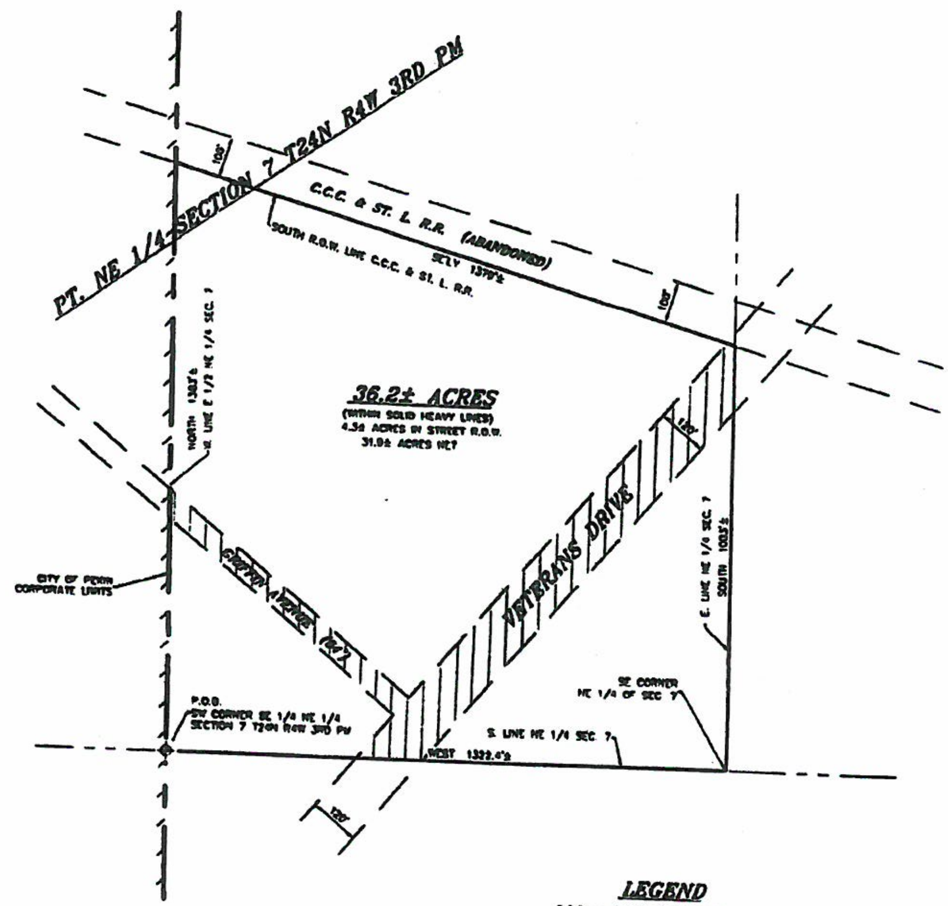
PART OF PIN # 11-11-07-203-003

Commonly known as REMJ Properties, LLC

LEGAL DESCRIPTION
(ANNEXATION AREA - 35.2± ACRES)

A PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7, T. 24 N., R. 4 W. OF THE 3RD P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SE 1/4 OF THE NE 1/4 OF SAID
SECTION 7 AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH
ALONG THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SAID SECTION 7, A DISTANCE
OF 1303 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE
C.C.C. & ST. L. R.R.; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF
THE C.C.C. & ST. L. R.R., A DISTANCE OF 1370 FEET, MORE OR LESS, TO A POINT ON
THE EAST LINE OF THE NE 1/4 OF SAID SECTION 7; THENCE SOUTH ALONG THE EAST
LINE OF THE NE 1/4 OF SAID SECTION 7, A DISTANCE OF 1003 FEET, MORE OR LESS, TO
THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 7, THENCE WEST ALONG THE
SOUTH LINE OF THE NE 1/4 OF SAID SECTION 7, A DISTANCE OF 1322.4 FEET, MORE OR
LESS, TO THE POINT OF BEGINNING, SITUATE, LYING AND BEING IN THE COUNTY OF
TAZEWELL AND STATE OF ILLINOIS.



LEGEND

P.O.B. - POINT OF BEGINNING

▨ - STREET R.O.W. AREA FOR GRIFFIN AVENUE AND VETERANS DRIVE

STATE OF ILLINOIS }
COUNTY OF PEORIA }

WE, ZUMWALT & ASSOCIATES, INC., PROFESSIONAL ENGINEERS AND LAND SURVEYORS, DO HEREBY CERTIFY THAT WE HAVE PREPARED AN ANNEXATION PLAT TO THE CITY OF PEKIN, FOR A TRACT OF LAND BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 7, T24N, R4W, OF THE 3RD PM, TAZEWELL COUNTY, ILLINOIS, AND THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY AS DRAWN TO A SCALE OF 1" EQUALS 200 FEET.

DATED THIS 17TH DAY OF JUNE, A.D. 2015.

BY ______________________
ILLINOIS PROFESSIONAL LAND SURVEYOR #2326
LICENSE EXPIRATION DATE 11-30-16

GARY R. ZUMWALT 2326 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS PEORIA, ILLINOIS

P.I.N. 11-11-07-203-003

SCALE : 1"=200'

EXHIBIT A

DRAWN BY: JRD APPROVED BY: GRZ DATE: 6/17/15 DWG: 25397-AX-001	ZUMWALT & ASSOCIATES, INC. PROFESSIONAL ENGINEERS • REGISTERED LAND SURVEYORS 1010 W. OLYMPIA DRIVE PEORIA, ILLINOIS • (309) 697-5074 DESIGN FIRM REGISTRATION NO. 184-003119	ANNEXATION PLAT FOR CITY OF PEKIN	1/1 JOB NO. 25,397

MINUTES of a regular public meeting of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, held at the City Hall, 111 South Capitol Street, in said City, at ____ o'clock, P.M., on the 28th day of September, 2015.

The Mayor called the meeting to order and directed the City Clerk to call the roll.

Upon the roll being called, John McCabe, the Mayor, and the following City Council members answered present: ____

____

The following City Council members were absent: ______________________________

____

*   *   *

(Other Business)

The Mayor announced that the City had undertaken further discussions with Progressive Health Systems, Park Court Limited and Morton Community Bank regarding the construction of a 52,000 square foot medical office building to be located at Griffin Avenue and Veterans Drive and owned by Park Court Limited and operated by Progressive Health Systems and, in order to facilitate the construction of such building, the City Council would consider the adoption of an ordinance authorizing the execution and delivery of loan agreements with Progressive Health Systems, Park Court Limited and Morton Community Bank, related promissory notes and certain other documents related to such loan agreements.

Whereupon City Council member _________________________ presented and the City Clerk read by title an ordinance as follows:

ORDINANCE NO. _____-15/16

AN ORDINANCE authorizing the execution and delivery of loan agreements between the City of Pekin, Tazewell and Peoria Counties, Illinois, and Progressive Health Systems, Park Court Limited and Morton Community Bank in connection with the construction of a medical office building, a related promissory note of the City in the principal amount of $12,000,000, and certain other documents related to said loan agreements, and related matters.

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the *"City"*), has a population of more than 25,000, and, in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the *"Constitution"*), the City is a home rule unit of government, and, as such, may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, pursuant to the provisions of Section 6(a) of the Constitution, the City has the power to incur debt payable from any lawful source and maturing within forty (40) years from the time it is incurred without prior referendum approval; and

WHEREAS, Progressive Health Systems, an Illinois not-for-profit corporation (*"PHS"*) Park Court Limited, an Illinois not-for-profit corporation (*"PCL"*) and their affiliates, including without limitation Pekin Hospital, are significant employers and have provided long standing and positive contributing presence in the City; and

WHEREAS, PHS and PCL has approached the City for financing assistance in connection with a new building project (the *"Project"*) that will provide significant construction jobs, new and permanent medical service jobs, increased real estate tax revenues and increased quality medical service; and

WHEREAS, the Project consists of the construction and build-out of a 52,000 square foot medical office building to be located at Griffin Avenue and Veterans Drive and owned by PCL and operated by PHS; and

WHEREAS, the City Council of the City (the *"City Council"*) has heretofore determined that the Project is a proper public purpose; and

WHEREAS, on June 22, 2015, the City Council approved Ordinance No. 2730-15/16 authorizing the City to provide financing assistance for the Project (the *"June Ordinance"*); and

WHEREAS, the City Council has determined that, in order to provide financing assistance for the Project, it is necessary and in the best interests of the City to borrow $12,000,000 from Morton Community Bank (the *"Bank"*) and to execute a loan agreement with the Bank (the *"Bank Loan Agreement"*) in connection with such borrowing and, in evidence of indebtedness incurred under the Bank Loan Agreement, execute and deliver a promissory note of the City in the principal amount of $12,000,000, payable from any lawfully available moneys of the City (the *"Promissory Note"*); and

WHEREAS, the City Council has further determined that, in order to provide financing assistance for the Project, it is necessary and in the best interests of the City to lend $12,000,000 to PHS and PCL and to execute a loan agreement with PHS and PCL (the *"Hospital Loan Agreement"*) in connection with such loan; and

WHEREAS, in evidence of indebtedness incurred under the Hospital Loan Agreement, PHS and PCL will execute a construction mortgage note in favor of the City (the *"Construction Mortgage Note"*); and

WHEREAS, as additional security for the obligations of PHS and PCL under the Hospital Loan Agreement and the Construction Mortgage Note, the City and PCL will execute a mortgage and assignment of leases and rents of the Project in favor of the City (the *"Construction Mortgage and Assignment of Leases and Rents"*); and

WHEREAS, as additional security for the obligations of the City under the Bank Loan Agreement and the Promissory Note, the City and the Bank will execute an assignment of the Construction Mortgage and Assignment of Leases and Rents in favor of the Bank (the *"Collateral Assignment of Note, Mortgage and Loan Documents"*); and

WHEREAS, the City has caused to be prepared for and presented before the City Council forms of the aforementioned documents (collectively, the *"City Documents"*) which the City proposes to approve the terms or distribution of or enter into:

1. the Bank Loan Agreement;
2. the Promissory Note;
3. the Hospital Loan Agreement;
4. the Construction Mortgage and Assignments of Leases and Rents; and
5. the Collateral Assignment of Note, Mortgage and Loan Documents; and

WHEREAS, the City Council hereby finds and determines that the execution and delivery of the City Documents is necessary for the welfare of the government and affairs of the City, is a proper public purpose and is in the public interest:

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. That the City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct, and does incorporate them into this Ordinance by this reference.

Section 2. That the City does hereby authorize and approve the financing of the costs of the Project through the execution and delivery of the City Documents, and does hereby determine that the financing of the Project is a proper public purpose.

Section 3. That the City is hereby authorized to enter into the City Documents in substantially the same form now before the City Council or with such changes and revisions therein as the officer executing the same on behalf of the City shall approve, his or her execution thereof to constitute conclusive evidence of such approval of any and all changes or revisions therein from the form of the City Documents now before the City Council; that the form, terms and provisions of the City Documents be, and they hereby are, in all respects approved; that the Mayor of the City be, and hereby is, authorized, empowered and directed to execute, and the City Clerk of the City be, and hereby is, authorized, empowered and directed to attest and to affix the official seal of the City to, the City Documents in the name, for and on behalf of the City, that from and after the execution and delivery of the City Documents, the officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the City Documents as executed; and that the City Documents shall constitute, and hereby is made, a part of this Ordinance, and a copy of the City Documents shall be placed in the official records of the City, and shall be available for public inspection at the office of the City Clerk.

Section 4. That the Mayor, the City Clerk, the City Treasurer and any other officer, employee or agent of the City be, and each of them hereby is, authorized and directed to execute, attest, seal and deliver any and all documents and certificates, to do any and all things deemed necessary to effect the execution and delivery of the City Documents, and to perform the obligations and duties of the City, all as shall be necessary and desirable to carry out the intent and purposes of this Ordinance, including the preambles to this Ordinance.

Section 5. That all acts of the City Council and the officers and employees of the City that are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, be, and the same are hereby, in all respects, ratified, confirmed and approved.

Section 6. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this Ordinance.

Section 7. That a full, true and complete copy of this Ordinance shall be printed or published promptly after passage in pamphlet form by authority of the City Council.

Section 8. That the June Ordinance is hereby supplemented by this Ordinance; that all other ordinances, resolutions, or parts thereof, in conflict herewith are hereby superseded to the extent of such conflict; and that this Ordinance shall be in full force and effect immediately and forthwith upon its passage, approval and publication in pamphlet form as aforesaid.

AYES: ____

NAYS: ____

ABSENT OR NOT VOTING: ______________________________________

ADOPTED: September 28, 2015.

Approved: September 28, 2015.

____

Mayor, City of Pekin,
Tazewell and Peoria Counties, Illinois

[SEAL]

Attest:

____

City Clerk, City of Pekin,
Tazewell and Peoria Counties, Illinois

Recorded in the records of the City on September 28, 2015.

Published in pamphlet form by authority of the City Council on September 28, 2015.

City Council member ___________________________ moved and City Council member ___________________________ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called, the following City Council members voted "AYE": ____ ;

the following City Council members voted "NAY": ______________________________________ ;

and the following City Council members were "ABSENT OR NOT VOTING": ________________ .

Whereupon the Mayor declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the City Clerk to record the same in full in the records of the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, which was done.

*   *   *

(Other Business)

Upon motion duly made and seconded, the meeting adjourned.

____

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF TAZEWELL)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois (the *"City"*), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the City and of the City Council thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting of said City Council held on the 28th day of September, 2015, insofar as the same relates to the adoption of Ordinance No. ________-15/16 entitled:

> AN ORDINANCE authorizing the execution and delivery of loan agreements between the City of Pekin, Tazewell and Peoria Counties, Illinois, and Progressive Health Systems, Park Court Limited and Morton Community Bank in connection with the construction of a medical office building, a related promissory note of the City in the principal amount of $12,000,000, and certain other documents related to said loan agreements, and related matters.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of said City Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all of the news media requesting such notice; that an agenda for said meeting was posted at the location where said meeting was held, at the principal office of the City Council and on the website of the City at least forty-eight (48) hours in advance of the holding of said meeting on a day other than a Saturday, Sunday or legal holiday for municipalities in the State of Illinois; that said agenda contained a specific item relating to said ordinance; and that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Municipal Code of the State of Illinois, as amended; and that said City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of said City Council in the adoption of said ordinance.

I do further certify that said ordinance was published in pamphlet form on the 28th day of September, 2015, by authority of said City Council.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City, this ____ day of _____________, 2015.

____
City Clerk

(SEAL)

LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$12,000,000.00	10-__-2015	10-__-2020	1041294		0000026187-01	004	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower: **City Of Pekin**
111 S Capitol St Ste 200
Pekin, IL 61554-4199

Lender: **Morton Community Bank**
Branch #15
PO Box 104
Morton, IL 61550

THIS LOAN AGREEMENT dated October __, 2015, is made and executed between City Of Pekin ("Borrower") and Morton Community Bank ("Lender") on the following terms and conditions. Borrower has received prior loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of October __, 2015, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) evidence of insurance as required below; (3) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified ordinance, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a municipality and a home rule unit of government which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 111 S Capitol St Ste 200, Pekin, IL 61554-4199. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's activities passed by the City authorities approving this Loan Agreement, Note and Related Documents.

The obligation to make the payments due under this Loan Agreement, Note and Related Documents is a lawful, direct, general obligation of the City of Pekin payable from the general funds of the City of Pekin and other sources of payment as are otherwise lawfully available.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than 270 days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, audited by a certified public accountant satisfactory to Lender.

Additional Requirements.

Consolidated Business Financial Statements audited by certified public accountant for Progressive Health Systems (tenant) including auditor's calculation of Debt Service Ratio for Consolidated Group. Due within 180 days of Fiscal Year End.

Consolidated Business Financial Statements prepared by tenant for Progressive Health Systems (tenant). Due within 30 days of Quarter End.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Additional Requirements. The borrower shall not change, modify or amend any of the Loan Documents with Progressive Health Systems and Park Court Limited without the prior written consent of the Lender. The Borrower shall promptly notify the Lender in writing of any event of default under the Loan Documents with Progressive Health Systems and Park Court Limited.

Minimum Deposits. The City of Pekin agrees at all times to maintain a minimum of $10,000,000 on deposit at MCB. Deposits are to be defined as the aggregate of all deposit balances at MCB held by The City of Pekin combined with deposit account balances at MCB held by Progressive Health Systems. This will be reviewed quarterly at calendar quarter or at any other time at the discretion of the Lender. Should the balance fall below $10,000,000 the interest rate on Loan #1041294 dated September 01, 2015 will increase 50 bps to 3.75% fixed for the remainder of the term, effective on the 15th day of the following month.

Insurance. Maintain adequate fire and other risk insurance, public liability insurance, and such other insurance reasonably necessary with respect to Borrower's properties and operations.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely as allowed by the enacted ordinance.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a municipality, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Tazewell County, State of Illinois.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by

any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Loan Agreement, as this Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Loan Agreement from time to time.

Borrower. The word "Borrower" means City Of Pekin and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Morton Community Bank, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note dated October __, 2015 and executed by City Of Pekin in the principal amount of $12,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED OCTOBER __, 2015.

BORROWER:

CITY OF PEKIN

By: ____
John McCabe, Mayor of City Of Pekin

LENDER:

MORTON COMMUNITY BANK

By: ____
Andy Sparks, Executive Vice President

HLP0295

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$12,000,000.00	10-__-2015	10-__-2020	1041294		0000026187-01	004	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Any item above containing "***" has been omitted due to text length limitations.

Borrower: City Of Pekin
111 S Capitol St Ste 200
Pekin, IL 61554-4199

Lender: Morton Community Bank
Branch #15
PO Box 104
Morton, IL 61550

Principal Amount: $12,000,000.00 **Date of Note: October __, 2015**

PROMISE TO PAY. City Of Pekin ("Borrower") promises to pay to Morton Community Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Twelve Million & 00/100 Dollars ($12,000,000.00), together with interest on the unpaid principal balance from October ___, 2015, until paid in full. The obligation to make the payments due under this Note is a lawful, direct, general obligation of the City of Pekin payable from the general funds of the City of Pekin and other sources of payment as are otherwise lawfully available.

PAYMENT. Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 18 monthly consecutive interest payments, beginning November 1, 2015, with interest calculated on the unpaid principal balances using an interest rate of 3.250%; 41 monthly consecutive principal and interest payments of $68,357.23 each, beginning May 1, 2017, with interest calculated on the unpaid principal balances using an interest rate of 3.250%; and one principal and interest payment of $10,497,115.60 on October 1, 2020, with interest calculated on the unpaid principal balances using an interest rate of 3.250%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. **Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If this Note is prepaid, there will be a prepayment penalty of 2% of the principal prepaid. Penalty will only be assessed if the loan is paid through financing at another financial institution. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due.** Early principal payments of less than $100,000, will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, such early payments will reduce the principal balance due and may result in Borrower's making fewer payments. The Lender agrees upon receipt of early principal payments of $100,000 or more to recalculate the payment schedule and provide Borrower with an updated payment schedule after application of such early principal payment. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Morton Community Bank, Branch #15, PO Box 104, Morton, IL 61550.**

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged **5.000% of the regularly scheduled payment or $10.00, whichever is greater.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 5.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this Note would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Illinois.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Tazewell County, State of Illinois.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

REPORTING REQUIREMENTS. Borrower agrees to provide Lender, upon request, any financial statement or information lender deems necessary, including but not limited to: personal financial statement, personal tax return, business profit and loss statement, business balance sheet and business tax return on an annual basis, when requested. Borrower warrants that the financial information provided to lender is or will be accurate, correct and complete.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

ILLINOIS INSURANCE NOTICE. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the collateral. This insurance

may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

CITY OF PEKIN

By: ______________________________
John McCabe, Mayor of City Of Pekin

ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

Illinois Department of
Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
www.dnr.illinois.gov

Bruce Rauner, Governor
Wayne A. Rosenthal, Director

September 10, 2015

RECEIVED
SEP 16 2015
CITY CLERK

City of Pekin
Attn: Sue McMillan
111 South Capital
Pekin, IL. 61554

Re: Pekin Lake Conservation Area
License No. 6299

Dear Ms. McMillan:

A renewal has been prepared which will extend your License Agreement No.6299 for a parcel of land at Pekin Lake Conservation Area. Please sign the copy of the license agreement. Please have the copy of the license agreement signed by an authorized representative/official of the City of Pekin and complete the Signature Authorization Form attached to the agreement as Exhibit A.

Please provide your phone number and emergency information in paragraph 23 of the license, and enter your Social Security (FEIN) Number in the space provided. Also, on the attached Exhibit C, please complete and sign the enclosed Certifications form as **required by State law**. Please note **paragraph 14** and provide a certificate of insurance according to instructions.

Return the copy together with your first annual payment of $200, or a full-term payment of $1,000. The payment should be made payable to the "Illinois Department of Natural Resources" and forwarded to the Department of Natural Resources, Division of Concessions, Leases & Services, One Natural Resources Way, Springfield, IL 62702-1271. Once the signed agreement have been received and approved, a fully executed agreement will be returned to you.

If you have any questions regarding the enclosed agreement, please contact this office at 217/782-7940 or myself at 217/558-7115.

Sincerely,

Russ Fuller
Division of Concessions, Leases & Services

Enclosures
cc: Stanley Weimer, Site Superintendent

Agreement Number: 6299
Site Name: Pekin Lake
Conservation Area
Location Code: 50-1691-1

STATE OF ILLINOIS
DEPARTMENT OF NATURAL RESOURCES

LICENSE AGREEMENT

THIS AGREEMENT is entered into the _____ day of ________________, 20__, by and between the STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES, hereinafter referred to as "IDNR," and CITY OF PEKIN, hereinafter referred to as "LICENSEE";

WITNESSETH:

WHEREAS, IDNR has title and jurisdiction over the real estate hereinafter described; and

WHEREAS, the premises is not otherwise needed immediately or in the near or foreseeable future by IDNR or development by IDNR; and

WHEREAS, IDNR is authorized and empowered to enter into this Agreement pursuant to the Department of Natural Resources Law, 20 ILCS 805/805-260; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants herein undertaken by virtue of the signature authorization attached hereto as Exhibit A; and

NOW THEREFORE:

1. PREMISES DEFINED: For and in consideration of the mutual covenants and undertakings contained herein, the sufficiency of which is hereby acknowledged, IDNR grants to LICENSEE a license to do the particular acts stated in paragraph 5 below on the property owned by the State of Illinois known as Pekin Lake Conservation Area, shown on the attached Exhibit B (hereinafter "Premises"), and legally described as follows:

A strip of land sixty (60) feet in width, extending along, twenty (20) feet northerly of, and forty (40) feet southerly of the westerly prolongation of the centerline of Jane Street from the westerly edge of blocks 220 and 223 for a distance of one hundred seventy-five (175) feet, in the Northeast Quarter of Section 34, Township 25 North, Range 5 West of the Third P.M., Pekin Township, Tazewell County, Illinois, containing 0.241 acres more or less, being a part of Pekin Lake Conservation Area.

It is understood and agreed that IDNR makes no representations with respect to the condition of the title or boundaries of the Premises, and shall not be held liable for any damages or liabilities resulting from any actions or adverse claims concerning the same. It is further agreed that licensed activities authorized herein shall not be carried on outside the boundaries of the Premises without the prior written consent of IDNR.

2. TERM: The term of this Agreement shall be for a period of five (5) years , beginning on the 1st day of December, 2015, ("Effective Date") and ending on the 30th day of November, 2020, ("Expiration date") unless otherwise renewed, terminated or amended as provided for herein.

3. FEE: LICENSEE, for the use of the Premises for a particular purpose, does hereby agree to pay a license fee of Two Hundred and no/100 Dollars ($200) per year, payable five (5) days in advance of the Anniversary Date of this Agreement. All payments shall be made by check payable to "Illinois Department of Natural Resources" and remitted to "Department of Natural Resources, Division of Concession and Lease Management, One Natural Resources Way, Springfield, Illinois 62702-1271". Any late payments made after December 1 of any year shall be subject to an additional fee of fifteen percent (15%) of the current yearly fee. A default in the payment of any fee due is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

4 NON-EXCLUSIVE LICENSE: DNR hereby grants to LICENSEE a non-exclusive license, subject to all rights, interests and estates of third parties in and near the license Premises, including, without limitation, any leases, licenses, easements, liens, ownership interests or encumbrances in existence as of the date of this grant, and upon the terms and conditions set forth in this Agreement, to enter upon the license Premises for the applicable license purpose

5. PURPOSE: IDNR gives permission to LICENSEE to enter on the Premises to operate and maintain a forty two inch (42") storm sewer and outfall structure only, and such

use is subject to the terms and conditions set forth in this Agreement. Any uses of the Premises not specified in this Agreement shall be subject to the prior written approval of IDNR. An unauthorized or impermissible use of the Premises under this Section is a material breach of this Agreement, and may result in termination pursuant to Section 16(B) herein.

6. RESTRICTIONS ON USE: LICENSEE shall not remove any coal or any other material or oil lying on or under the Premises.

It is agreed that the Premises shall not be used for the storage, disposition, disposal, processing or burning of refuse, waste or debris, or for any unsanitary or unhealthful purposes by LICENSEE. LICENSEE shall conduct its operation on the Premises in compliance with all applicable Environmental Laws (as hereinafter defined) and further covenants that LICENSEE shall not transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Materials (as hereinafter defined) in, on, under or from the Premises. Without limiting any other indemnification obligations of LICENSEE contained herein, LICENSEE agrees to protect, indemnify, defend and hold harmless the IDNR from and against any and all losses and claims (including without limitation, (i) reasonable attorneys' fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Materials used, brought upon transported, stored, kept, discharged, spilled or released by LICENSEE in, on, under or from the Premises. For purposes of this License, the term "Hazardous Materials", shall mean all toxic or hazardous substances, materials or waste, petroleum or petroleum products, petroleum additives or constituents or any other waste, contaminant or pollutant regulated under for which liability may be imposed by any Environmental Law, "Environmental Laws" shall mean all federal, provincial, state and local environmental laws (including common law) regulating or imposing standards of care with respect to the handling, storage, use, emitting, discharge, disposal or other release of Hazardous Materials, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., any successor statutes to the foregoing, or any other comparable local, state or federal statute or ordinance pertaining to protection of human health, the environment or natural resources, including without limitation the preservation of wetlands, and all regulations pertaining thereto, as well as applicable judicial or administrative decrees, orders or decisions, authorizations or permits.

7. COMPLIANCE WITH LAWS: It is agreed that LICENSEE, in the authorized use of the Premises, shall observe and comply with all applicable local, state or Federal rules, regulations and laws, and indemnify IDNR for any costs, expenses and damage caused by the violation of any such rules, regulations or laws. Nothing herein shall be construed to place responsibility for compliance with applicable law on IDNR. Licensee shall bear all costs and fees and responsibility to comply with all applicable laws, ordinances, rules and regulations that may govern the proposed or authorized use of the Premises.

8. PROHIBITION ON ENCUMBRANCE: LICENSEE shall not allow or permit or give authority or power to place, incur or permit any lien, encumbrance or mortgage upon the Premises. LICENSEE shall not record a copy of this or any subsequent Agreement with the IDNR involving the Premises. If any license, lien, encumbrance or mortgage is placed on the Premises as a result of LICENSEE's activity, LICENSEE shall immediately take all actions and pay all costs or fees to have the lien, encumbrance or mortgage removed and released.

9. MODIFYING THE PREMISES: LICENSEE shall not modify or alter the Premises or any improvement located on the Premises without prior written approval of IDNR. If LICENSEE wishes to make alterations or modifications to the Premises, LICENSEE shall contact the IDNR Office of Realty and Environmental Planning to ensure compliance with applicable statutes and regulations including, but not limited to, consultation requirements of the Illinois Endangered Species Protection Act, 520 ILCS 10/11, the consultation, mitigation and compensation provisions of the Interagency Wetland Policy Act of 1989, 20 ILCS 830/1-1 et seq., and the Illinois State Historic Resources Preservation Act, 20 ILCS 3420/1 et seq.

10. RESERVED RIGHTS: IDNR reserves the right of ingress, egress and usage of the Premises, and the right to grant any third party a lease, license or right-of-way on the Premises. IDNR reserves the right to require LICENSEE to remove, relocate or modify any

structure, equipment, activity or facility upon, under or across the Premises, at LICENSEE's expense, if IDNR determines that such actions are appropriate and necessary to preserve the integrity, character, function or use of the Premises by IDNR.

11. <u>MAINTENANCE, ALTERATIONS AND OPERATION</u>

A. IDNR makes no representations, warranties or assurances with respect to the condition of the Premises or any improvements situated thereon. It is agreed that LICENSEE has inspected the Premises prior to the execution of this Agreement and accepts the same in its present condition.

B. This Agreement is considered "a net agreement." All operating costs will be paid by LICENSEE. LICENSEE shall be responsible for the prompt payment of all utility bills, including, but not limited to trash removal, electricity, gas, water and sewer, telephone, cable television, and internet service furnished or supplied to all or any part of the Premises.

C. LICENSEE acknowledges that it has inspected the Premises for transmission of utilities and all other lines running within the Premises, including but not limited to oil, gas, electricity, water or sewer, and is accepting liability for LICENSEE'S harm to such transmissions running within, across or above the Premises. IDNR makes no representation or warranty as to the condition of prior or existing use of said transmissions. During any trench or other installation or relocation of any underground utility line, LICENSEE shall install marking tape at least twelve (12) inches above and directly over the utility and not more than twenty-four (24) inches below normal grade. Said tape shall be identified by permanent lettering and color coding as follows: Red - electric power; Yellow - gas, oil, hazardous materials; Orange - telecommunications, signals; Blue - water; and Green – sewer. Such markers, except as otherwise agreed or specified herein, shall meet applicable standards of the American Public Works Association.

D. LICENSEE shall keep Premises in a safe, sanitary and sightly condition, and in good repair. LICENSEE shall maintain the Premises and repair and pay for any damages caused by the LICENSEE or their customers, invitees, agents or guests. If LICENSEE fails to perform any maintenance function required by IDNR within ten days after notice to do so, IDNR shall have the right to enter upon the Premises and perform the maintenance necessary to restore the Premises and LICENSEE shall reimburse IDNR for the cost thereof.

E. Requests for LICENSEE improvements within or for the benefit of the space(s) allocated to LICENSEE shall be submitted to IDNR for approval in a timely manner. Payment of LICENSEE improvements shall solely be paid for by the LICENSEE and subject to the reasonable direction and approval of IDNR.

F. Except when any maintenance or repairs are necessitated by LICENSEE activities, IDNR shall provide necessary maintenance and repairs to HVAC, plumbing, foundation, roofing, or other structural elements.

G. Any maintenance activities of LICENSEE, including all excavation or vegetation management activities, shall be preceded by written notice to IDNR pursuant to Section 23 herein, and shall be done in a manner which complies with any special concerns of IDNR. Such concerns may include, but are not limited to, requiring the scheduling of such activities to be compatible with anticipated activities of IDNR or its invitees or licensees, and restricting the seasons, types, extent and methods of vegetation control employed by LICENSEE.

12. PUBLIC SAFETY: IDNR may determine that a particular use of the Premises by LICENSEE is, or will be, hazardous to the public or the property, or is incompatible with IDNR purposes or State ownership of the Premises. LICENSEE, at its own expense, may be required to install safety devices, make modifications, or cease LICENSEE's operation to render the Premises safe for, and compatible with, public use.

13. TAXES: If applicable, upon notice to LICENSEE of the amount(s) due, LICENSEE shall timely pay and discharge LICENSEE's proportionate share of any real estate taxes, assessments, and other governmental charges which may be levied or assessed upon the Premises or any part thereof, and any taxes and licenses growing out of or in connection with LICENSEE's operation of its facilities upon the Premises during the term of this Agreement with respect to any tax year, or any portion thereof. LICENSEE shall, at any time upon request of IDNR, provide to IDNR for examination receipts of payments of all such taxes, assessments and charges.

14 INSURANCE: LICENSEE shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State of Illinois as additional

insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 day notice has been provided to the State. LICENSEE shall provide: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit LICENSEE's obligation to indemnify, defend, or settle any claims.

15. INDEMNIFICATION: LICENSEE agrees to assume all risk of loss and to indemnify and hold IDNR, its officers, agents, employees harmless from and against any and all liabilities, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including costs, attorneys' fees, and expenses incident thereto, for injuries to persons and for loss of, damage to or destruction of property due to LICENSEE's use and occupation of the Premises and for the negligent or intentional acts and omissions of LICENSEE, its officers, agents, guests and invitees.

16. TERMINATION: This Agreement may be terminated at any time pursuant to this Section.

(A) IDNR shall have the right to terminate this Agreement at any time if it determines that the Premises is required to be used for public purposes incompatible with this Agreement. In such an event, IDNR shall give LICENSEE ninety (90) days' written notice of its intent to terminate, and LICENSEE shall cease its use of the Premises and remove LICENSEE's personal property therefrom, prior to the expiration of said notification period. If this Agreement is terminated pursuant to this subsection, LICENSEE shall not be liable for any further payments, other than remaining taxes or fees, beyond the date of vacating the Premises.

(B) IDNR shall have the right to terminate this Agreement for noncompliance by LICENSEE of any of the terms and conditions contained herein, or in the event of LICENSEE's bankruptcy, tax lien, or receivership. In such an event, IDNR shall give LICENSEE written notification of such noncompliance and LICENSEE shall have thirty (30) days to cure or remedy the same. If LICENSEE fails to cure or remedy its noncompliance within said period of time, IDNR shall have the right to terminate this Agreement, and LICENSEE shall cease its use of the Premises as though the Agreement had expired at the end of its term, and restore the Premises in accordance with the terms of this Agreement. Should this Agreement be terminated pursuant to this subsection, LICENSEE shall remain liable for all remaining payments required by this Agreement.

(C) Both IDNR and LICENSEE shall have the right to terminate this Agreement prior to the expiration date by giving sixty (60) days' advance written notice in accordance with Section 23 herein.

17 RESTORATION OF PREMISES: Upon the termination or expiration of this Agreement, LICENSEE shall make such repairs and restorations as IDNR deems necessary. LICENSEE shall surrender the Premises to IDNR and restore any disturbances of the Premises caused by LICENSEE to the same or similar condition as prior to this Agreement, to the reasonable satisfaction of IDNR. If LICENSEE fails to restore the Premises, IDNR may restore the Premises, and require LICENSEE to pay the cost of such restoration.

18 RENEWAL AND RATE ADJUSTMENT: This Agreement may be renewed at the end of its term with written consent and approval of all parties hereto. LICENSEE shall provide IDNR with sixty (60) days' advance written notice of its interest in extension of the License. IDNR reserves the right to adjust rental rates on any renewal or extension to reflect current land values and/or conditions and circumstances. No holding over by LICENSEE shall be permitted. If the Premises is not properly vacated as provided herein, LICENSEE shall be considered a trespasser, and appropriate legal action may be taken.

19. AMENDMENTS: This Agreement and its attached exhibits constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not otherwise set forth. No change, modification or amendment shall be valid and binding unless set forth in writing and signed by all parties.

20. ASSIGNMENT; SUBLICENSING: LICENSEE shall not assign this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, or sublet the Premises, or any part thereof, without the prior written consent of IDNR, which may be withheld for any reason or for no reason, and in no event shall any

such assignment or sublicense ever release LICENSEE from any obligation or liability hereunder.

No assignee or sublicense holder of the Premises or any portion thereof may assign or sublicense the Premises or any portion thereof. IDNR is not required to collect any license fees or other payments from any party other than LICENSEE; however, any collection by IDNR from any approved assignee or sublicense holder or any other party on behalf of LICENSEE's account is not construed to constitute a novation or a release of LICENSEE from further performance of its obligations under this Agreement.

21. SUPERSESSION: This Agreement supersedes all previous agreements between the parties hereto regarding the Premises and the subject matter hereof, and any such previous agreements shall be of no further force or effect, relative to the rights or privileges granted by IDNR therein, as of the effective date.

22. APPLICABILITY AND SEVERABILITY: IDNR and LICENSEE mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each such provision shall be interpreted as it reasonably pertains to the Premises. Should any provision of this Agreement be found illegal, invalid or void by a court of competent jurisdiction, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.

23. NOTIFICATION: All notices required or provided for by this Agreement shall be addressed as follows, unless otherwise provided for herein:

IDNR:	LICENSEE:
Department of Natural Resources	City of Pekin
Div. of Concession & Lease Management	Attn: Sue McMillan
One Natural Resources Way	111 South Capital
Springfield, IL 62702-1271	Pekin, IL 61554
Telephone: 217/782-7940	Telephone: 309/477-2300
Emergency Contact:	Emergency Contact:
Location:	Location:
Telephone:	Telephone:

24. FISCAL FUNDING: Financial obligations of IDNR shall cease immediately and without penalty or liability for damages if in any fiscal year the Illinois General Assembly, Federal funding source, or other funding source fails to appropriate or otherwise make

available funds for the operation of the Premises. In such event, the parties hereto may agree to suspend the operation and effectiveness of this Agreement until such time as said funds become available.

25. WAIVER: The waiver by IDNR of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

26. CERTIFICATIONS: LICENSEE'S certifications attached as Exhibit C are incorporated herein by reference thereto.

Agreement Number: 5199
Site Name: Pekin Lake
Conservation Area
Location Code: 50-1691-1

IN WITNESS WHEREOF, the foregoing Agreement is hereby executed this ______ day of

______________, 20___.

LICENSEE:

City of Pekin ____________________

BY: ___________________________

Title:__________________________

____
SSN or FEIN No.

STATE OF ILLINOIS:

DEPARTMENT OF NATURAL RESOURCES

APPROVED: DIRECTOR, IDNR
Title: Director

Date: _____________
By: Connie Waggoner, Director
Office of Realty & Environmental Planning

BY: ____________________________

Agreement Number: 6299
Site Name: Pekin Lake Conservation Area
Location Code: 50-1691-1

EXHIBIT A

SIGNATURE AUTHORIZATION

As an official agent of ______City of Pekin____________________,
(Lessee or Licensee -Company / Corporation / Municipality)

I certify that ______________________________________ is an authorized representative of said
(Name of executive of official who will sign the agreement)

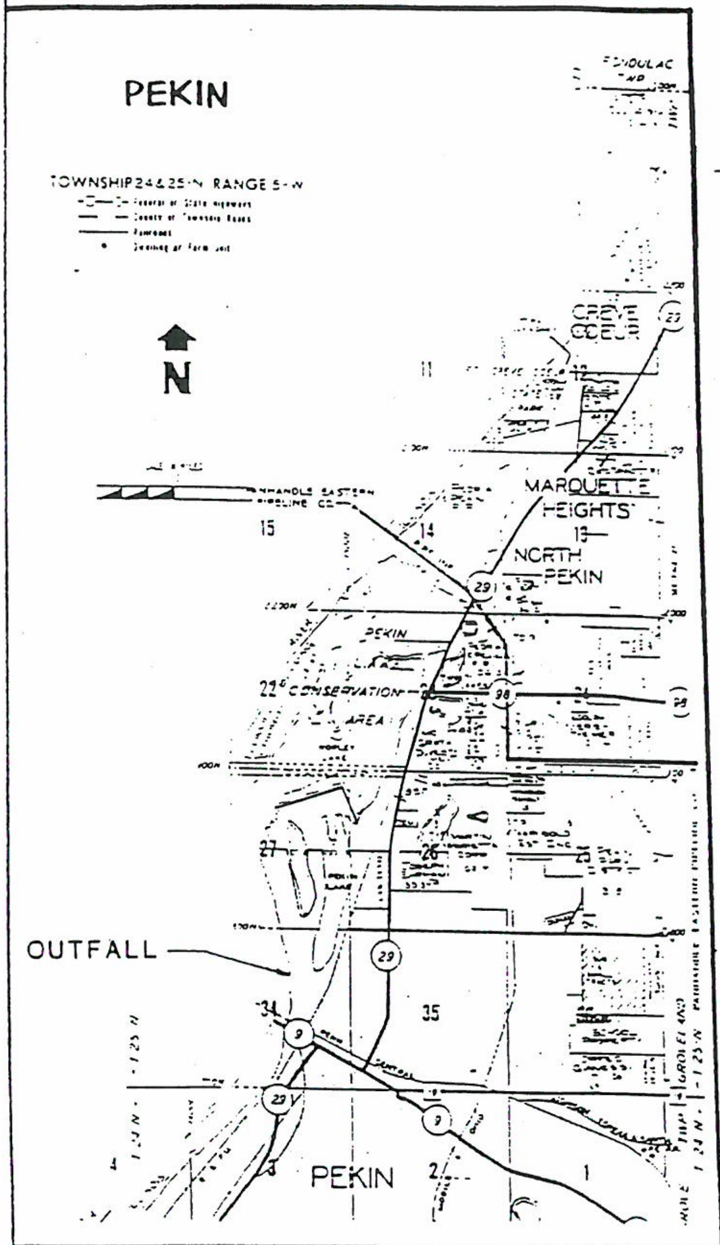
organization and is legally empowered to act on its behalf in executing this agreement.

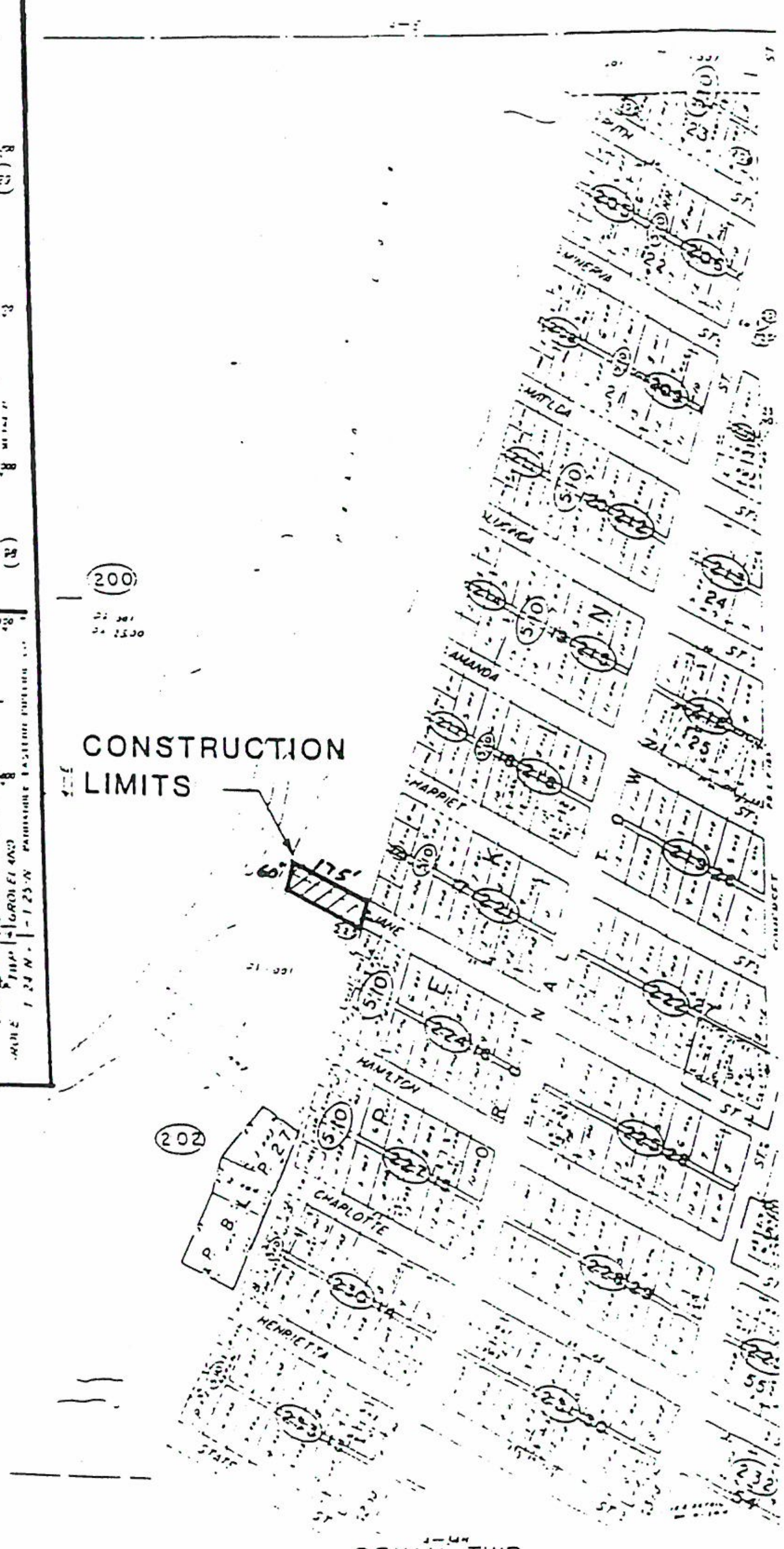
Signed: ____________________________________
(Person affirming signature authority of above official; must not be the same individual)

Title: ____________________________________

Date: ____________________________________

EXHIBIT "B"





PEKIN TWP.
E. 1/2 N.E. 1/4 SEC. 34 T.25N. R.5W.

PEKIN LAKE S.A.
TAZEWELL CO.
LICENSE NO. 6299

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS **Exhibit C**

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
   - the contract may be void by operation of law,
   - the State may void the contract, and
   - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3 If Public Agency employs 25 or more employees and this contract is worth more than $5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

AGENCY ______________________	AGENCY ______________________
SIGNATURE ______________________	SIGNATURE N/A
PRINTED NAME ______________________	PRINTED NAME ______________________
TITLE ______________________	TITLE ______________________