



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF SEPTEMBER 11, 2006

5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. MOMENT OF SILENCE IN REMEMBRANCE OF 9-11

IV. ROLL CALL

Clerk to Call the Roll

V. APPROVAL OF AGENDA

ACTION: Motion to approve the meeting agenda

VOTE REQUIRED

VI. APPROVAL OF MINUTES

ACTION: Motion to approve minutes of August 28, 2006 and a special meeting of August 31, 2006

VOTE REQUIRED

VII. PUBLIC INPUT ON AGENDA ITEMS

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

VIII. CONSENT AGENDA

1. **Receive and File Reports and Minutes:** Police Department Monthly Report, Fire Department Monthly Report for July and August, Traffic Safety Committee Minutes for September, Amended Traffic Safety Committee Minutes for August, Tazewell County Animal Control Monthly Report, and Lake Arlan Drainage District (LADD) Minutes for August.
2. Proclamation: "National Breast Cancer Awareness Month and National Mammography Day" October 20, 2006
3. Charitable Solicitation: Pekin Kiwanis Club Annual Peanut Day Friday, November 3, 2006
4. Resolution No. 163-06/07 - Resolution Supporting Immediate Funding For Illinois' Version of Jessica's Law

ACTION: Motion to approve consent agenda

VOTE REQUIRED TO APPROVE CONSENT AGENDA

IX. COMMUNICATIONS, PETITIONS, REPORTS

1. Safe Kids Walk this Way Report

DESCRIPTION: Coordinator of the Pedestrian Safety Task Force will explain a grant used to facilitate an environmental change in pedestrian safety at target locations. Details to be given for the Task Force's chosen location in Pekin at the intersection of Stadium Drive and Parkway Drive at bicycle trail crossing.

PRESENTATION: Patrick Collier, Peoria Area Safe Kids Coalition Coordinator

NO VOTE REQUIRED

2. Personnel Department Report

DESCRIPTION: City employee statistics

PRESENTATION: Patricia Pollock, Director of Personnel

NO VOTE REQUIRED

3. Public Hearing

DESCRIPTION: Mayor to conduct public hearing for the purpose of discussing vacating a portion of Executive Court, not needed for public use and commonly known as the cul-de-sac at 1320 Executive Court. Request was received from Laborers' Home Development Corp. with the intention of constructing an assisted living facility.

ACTION: Mayor to allow interested persons to be heard on the intention of the Council to adopt an ordinance authorizing the vacation of municipally owned right-of-way. Council to act on Ordinance under New Business.

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

NO VOTE REQUIRED

X. NEW BUSINESS

1. **Ordinance No. 2489-06/07– An Ordinance Vacating A Portion of Executive Court
A Municipally Owned Street within the City of Pekin, Illinois**

(JW)

DESCRIPTION: See Public Hearing IX. 1.

ACTION: Motion to adopt ordinance

VOTE REQUIRED

2. **Ordinance No. 2490-06/07- An Ordinance Authorizing the Lease of Municipally Owned
Real Property Within the City of Pekin**

(DK)

DESCRIPTION: One-Year Lease Agreement with Pence's Ag Repair, Inc. for property commonly known as 120 St. Mary Street to be utilized as an IDOT test lane and general repairs, in the amount of \$1,200 per month.

ACTION: Motion to adopt ordinance

VOTE REQUIRED

3. **Ordinance No. 1462-A257 – 06/07 - Amending Title 8, Chapter 2, Section 9 of the Traffic Code** (TG)

DESCRIPTION: Provides for the addition to the listing of authorized stop signs on El Camino Drive at Quail Hollow Road direction north in Sunset Hills on recommendation of the Traffic Safety Committee.

ACTION: Motion to adopt ordinance

VOTE REQUIRED

4. **Resolution No. 164-06/07- Final Plat Hickory Hills Estates Section Five** (JW)
DESCRIPTION: The final plat for the proposed Section 5 site. Project has met requirements for submittal of the Final Plat containing 33 lots.

ACTION: Motion to adopt resolution

VOTE REQUIRED
5. **Ordinance No. 2491-06/07 – Amended Agreement Regarding the Completion of Velde Drive in the Proposed Marigold Estates Phase 12** (JW)
DESCRIPTION: Amended dollar amounts due to increase cost of asphalt for the reimbursement to Heartland Contractors, Inc. for constructing Velde Drive to a higher standard. In return for the City's assistance, the developer will repay the City as lots are sold.

ACTION: Motion to adopt ordinance

VOTE REQUIRED
6. **Requests by Dragon's Dome, Inc. for reimbursement from Hotel/Motel Tax Fund for six events** (EL)
DESCRIPTIONS:
1. **Cheer America State Cheerleading Competition**
Requested amount \$1,300
Recommend approval
2. **ASA Fastpitch Softball Tournament**
Requested amount \$2,300
Recommend approval of \$494 to cover expenses only
3. **ASA Fast Pitch Softball Tournament**
Requested amount \$1,400
Not recommended for award
4. **ASA, NSA, USSSA Firecracker Softball Tournament**
Requested amount \$6,200
Recommend \$5,000 maximum award of grant
5. **2006 Women's Open Fast Pitch Softball Championship**
Requested amount \$1,580
Recommend award of \$828. Amount requested would exceed expenses, giving a profit
6. **Class B Girls State Tournament ASA Fast Pitch**
Requested amount \$3,500
Not recommended for award. Event already turned profit

PRESENTATION: City Manager Dennis Kief

ACTION: Motions to approve recommended amounts

VOTES REQUIRED
7. **Status for Request for Proposals on Third Party Audit** (DK)
DESCRIPTION: Explanation of the RFP draft seeking proposals from independent auditors to perform assessment of internal accounting and administrative controls. Scope of the work includes audit of the City's Cash Management Account

PRESENTATION: City Manager Dennis Kief

ACTION: Motion to approve Staff recommendation to cease Request for Proposals process

VOTE REQUIRED

XI. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council members

Staff

Public Questions

Press Time

XII. ADJOURNMENT

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

NO VOTE REQUIRED

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 SOUTH CAPITOL STREET
ON MONDAY AUGUST 28, 2006 AT 5:30 O'CLOCK P.M.
FRANK M MACKAMAN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BLANCHARD, JONES, MADDOX AND DAGIT

ABSENT: NONE

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

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the **agenda be approved as presented**. On roll call vote, all present voted Aye.

Minutes

Motion Com'r. Jones, seconded by Com'r. Dagit, that the **Minutes of the Regular City Council Meeting of August 14, 2006 be approved as written**. On roll call vote, all present voted Aye.

Public Input on Agenda Items

Dennis Crotty 1913 State Street addressed Council on his question regarding the City's ability financially to reimburse the school district from the general fund as outlined in the Tax Increment Finance Agreement. Treasurer Charles Renner responded to Mt. Crotty's questions regarding breakdown of bonds outstanding and estimated total owed.

Consent Agenda

Mayor Mackaman presented and read the following items under Consent Agenda.

Motion by Com'r. Jones, seconded by Com'r. Dagit, that the Consent Agenda be **approved as presented**.

1. **Receive and File Reports and Minutes:** T/PCCC Report, Inspections Department Building Report, Liquor Commission Minutes, and Pekin Planning Commission Minutes
2. **Proclamation: "Chamber of Commerce Week" September 11, 2005 through September 15, 2006**
3. **Receive and File U.S. Department of Housing and Urban Development Program Year End Review Letter 2003 and 2004**
4. **Receive and File Planning Commission Hearings and Recommendations:**
 - a. Hearing #1723 - approval of the Special Use Request for Outdoor Display at 431 Henrietta Street from Peoria Monument Co. Lease-holder
 - b. Hearing #1724 - approval of the Site Plan for Outdoor Display at 431 Henrietta Street from Peoria Monument Co. Lease-holder
 - c. Hearing #1725 - denial of the rezoning of Osprey Court Subdivision
 - d. Hearing #1725 - tabled the Preliminary Plat for Osprey Court Subdivision

On roll call vote, all present voted Aye.

Communications, Petitions, Reports

MONTHLY FINANCIAL REPORT FOR JULY 2006

Treasurer Charles Renner submitted his comments for the First Quarter FY '07 Financial Status of the City. He presented consolidated Revenue and Expense figures for the quarter. He noted the numbers looked encouraging, however, Council should not be misled by the two-to-one ratio of Income vs. Expenses reported. He explained the present ratio was due to timing issues and unbudgeted property sales. A downward trend in the Telecommunications Tax was discussed.

PUBLIC HEARING

Mayor Mackaman opened the hearing at 6:47 p.m. for the purpose of discussing the sale of 7.24 acres of municipally owned property to Steven Stanridge. The parcels included abandoned GM&O Railroad between Sheridan Road and Illinois Route 98. The proposal was in the amount of \$3,000.00. Proper Notice was published on August 12, 2006 in the Peoria Journal Star. City Manager Dennis Kief reported that the property was of no use to the City and had been used as a “dumping grounds” by others. The purchaser intended to use the land as a continuation of his adjacent riding trails for his horse stables.

No additional comments were heard. The Mayor closed the hearing at 6:49 p.m.

New Business

ORDINANCE NO. 2488-06/07

ACCEPTING AN OFFICER TO PURCHASE AND AUTHORIZING THE SALE OF MUNICIPALLY OWN REAL ESTATE AND AUTHORIZING THE SALE TO STEVEN STANRIDGE

Motion by Com’r. Blanchard, seconded by Com’r. Maddox, that Ordinance No. 2488-06/07 be adopted. Com’r. Maddox noted that the property was narrow and essentially unusable. The sale would place the parcels back on the tax rolls making it a win-win for the community. On roll call vote, all present voted Aye.

Motion by Com’r. Blanchard, seconded by Com’r. Maddox, that the **SPECIAL USE REQUEST FOR OUTDOOR DISPLAY FROM PEORIA MONUMENT COMPANY LOCATED AT 431 HENRIETTA STREET**, zoned B-3 (General Business District) be approved. The Pekin Planning Commission recommended approval of the use and the site plan. On roll call vote, all present voted Aye.

Motion by Com’r. Blanchard, seconded by Com’r. Maddox, that the **SITE PLAN FOR OUTDOOR DISPLAY FROM PEORIA MONUMENT COMPANY LOCATED AT 431 HENRIETTA STREET**, be approved. On roll call vote, all present voted Aye.

Motion by Com’r. Maddox, seconded by Com’r. Blanchard, that the **AGREEMENT WITH MAUER-STUTZ, INC. FOR BROADWAY AND PARKWAY INTERSECTION IMPROVEMENTS** in the amount not to exceed \$40,000.00, be approved. Joseph Wuellner, Public Works Director informed the Council that the improvement was approximately 1000 feet in each direction from the center. Significant changes in the design due to conflicts with businesses and utilities since the project began 6 years ago required amendments to engineering expenses. Construction would begin June 2007. On roll call vote, all present voted Aye.

RESOLUTION NO. 162-06/07

APPROPRIATING ADDITIONAL MOTOR FUEL FUNDS FOR BROADWAY AND PARKWAY INTERSECTION

Motion by Com’r. Maddox, seconded by Com’r. Blanchard, that Resolution No. 162-06/07 be adopted. On roll call vote, all present voted Aye.

Mayor Mackaman introduced the following 2 items by reading a general definition of Tax Increment Financing. He asked that any comments of a proposed unrelated Southside TIF not be mixed in discussion.

Motion by Com’r. Dagit, seconded by Com’r. Jones, that the **TAX INCREMENT FINANCING AGREEMENT WITH PEKIN GRADE SCHOOL DISTRICT 108** be approved. City Manager Dennis Kief then explained the specifics of the two agreements which provide for compensating District 108 for lost taxes due to extending TIF 1 until 2019 from the General Fund and District 303 from TIF Fund designated to vocational training. Com’r. Jones requested a comparison of the EAV from TIF inception in the 80’s to today. Com’r. Blanchard questioned if the TIF did not expire until 2009 would it be wiser not to extend the agreements until all governmental agencies were on board. Com’r. Maddox spoke in favor of the agreements holding the districts harmless for educational reasons. On roll call vote, all present voted Aye.

Motion by Com’r. Dagit, seconded by Com’r. Jones, that the **TAX INCREMENT FINANCING AGREEMENT WITH PEKIN COMMUNITY HIGH SCHOOL DISTRICT 303** be approved. On roll

call vote, all present voted Aye.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Mayor Mackaman commented on the success of the initial Employee Informational Meetings held the previous week. He felt the forum, attended by approximately 105 employees and staff, and was beneficial.

Com'r. Blanchard complimented Pamela Anderson, Community Development Director, on her work presented in the U.S. Department of Housing and Urban Development program Year End Review Letter 2003 and 2004. He also complimented the hard work of the janitors in having the grout replaced in the City Hall Lobby and the large clean up. Com'r. Blanchard reminded members and staff that under Quality of Life theme from the Conceptual Plan, that the position of Council was to implement a permit fee for tracking of landlords/renters. These provisions would require greater inspections.

Com'r. Maddox noted that citizens' violation complaint would be resolved. There were only 4 inspectors to handle the calls so the process may take a few days. He urged the community to attend a presentation in City Hall on September 12, regarding the first slave freed by Abraham Lincoln and the connection with Pekin.

Com'r. Dagit presented a proposed resolution in support for Jessica's Law. He explained the law puts GPS tracking on the existence of sexual predators across the state. Chief Tim Gillespie spoke in favor of the tool that would assist the police department. Com'r. Dagit explained that he road with 2nd and 3rd shift police and that there was no down time.

Com'r. Jones asked that Council consider increasing the inspectors when reviewing the proposal for the 5 Year Personnel Plan. He also stated that in the early 90's the community report for changing the form of government to managerial studied the ward and aldermanic systems. They were not in support. He asked that the Mayor look carefully at wording his position paper on the advantages and disadvantages of increasing the Council from 5 to 7 members that would be presented at the last meeting in September.

City Manager Dennis Kief addressed several topics and/or provided informational handouts regarding the following:

- Status of applicants for Finance Director and Economic Development Director
Received very good qualified applications
To interview 6 of the 9 economic development applicants and 4 of the 6 finance applicants
- Discussions with Randy West regarding terms of a possible franchise agreement with Illinois American Water Company
Invited Council members to discuss with him the items listed that could potentially be in the agreement
- Potential Derby Street TIF
Disseminated an ambitious time-line for fulfilling the requirements and creation of a new Tax Increment Finance district and Southside Redevelopment Plan
- Third Party Audit of Cash Management Account
Disseminated a draft of the Request for Proposal that would be discussed at the September 11 Council meeting.
- Additional education and professional development plan of the City Manager stipulated in the Employment Agreement
Disseminate framework from which he would compile the recommended studies.
- 5-Year Capital Plan and 5-Year Personnel Plan
Reported draft completed and final to be presented at the September 11 Council meeting.
- September 11th Remembrance Ceremony
Reported committee was finalizing plans

Mayor Mackaman asked that members meet with the manager regarding comments and input on these items.

Public Properties Director, Greg Ranney reported on the total amounts of toters sold to residents to be in compliance with provisions of the Code that called for mandatory use by September first.

Boll Gilroy 1312 S 11th Street expressed concerns regarding abandon cars and conditions of alleys. Greg

Ranney reported that the department has a plan for clean up and enforcement for weed compliance that will be initiated in the Fall.

Dennis Crotty 1913 State Street addressed Council on several issues including toters, truck route, third party audit and traffic. He expressed concern that the flow of traffic is confusing because of a turn and straight lane together at Park Avenue and 14th Street intersection. He asked that the new intersection improvement lane striping be reviewed or possible turn arrow on signal.

Tim Sangalli 3503 Cattail Cove expressed dissatisfaction with calls for code violations and enforceability.

Thomas Harrison 3520 Cattail Cove asked that Council address the issue of speed on Sheridan at Wingfoot. He was informed that Traffic Safety Committee would take the matter under consideration.

Reporters from the *Peoria Journal Star* and *Pekin Daily Time* were given the opportunity to ask questions.

Motion by Com'r. Dagit, seconded by Com'r. Jones, that Council move to Executive Session at 7:05 P.M. to discuss Sale of Property 5 ILCS 120/2 (c.) 6. and Pending Litigation 5 ILCS 120/2 (c.) 11. On roll call vote, all present voted Aye. The Council returned to open session.

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

COUNCIL ADJOURNED AT 7:40 P.M.

Sue E. McMillan
City Clerk



City of Pekin

AGENDA

**SPECIAL COUNCIL MEETING OF WEDNESDAY, SEPTEMBER 13, 2006
IN CONJUNCTION WITH THE PEKIN PLANNING COMMISSION REGULAR MEETING
6:30 P.M.
CITY HALL COUNCIL CHAMBERS**

Because more than one member of the City Council has indicated an interest in attending the Pekin Planning Commission regular September meeting the City is required to post the meeting, in addition, as a Special Council meeting under the provisions of the Open Meetings Act.

No Council action may be taken because no agenda is posted for Council consideration.

ROLL CALL

Clerk to Call the Roll

DESCRIPTION:

The purpose of the Special Council meeting is to permit members of the City Council to observe the proceedings of the Pekin Planning Commission with no action to be taken by Council.

City of Pekin

Police Department

PEKIN POLICE DEPARTMENT END OF MONTH REPORT FOR AUGUST 2006

Traffic Tickets	276
Warning Tickets	260
Offenses	656
Arrests	244
Parking tickets	690
STOPS	688

Breakdown of Parking Tickets

Abandoned Vehicle	1
Fire Lane	3
No Parking Light	346
Handicapped	14
Improper Parking	36
Restricted Parking	258
No Parking Zone	12
Fire Hydrant	0
Abandoned traffic haz	0
Meter Violation	20
Bus Zone	0
TOTAL	690



City of Pekin

September 6, 2006

Mr. Dennis Kief
Pekin City Manager
Pekin, IL. 61554

Dear Mr. Keif,

I hereby submit to you the Pekin Fire Department July 2006 report.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of July 2006, the Pekin Fire Department responded to 279 calls total dollar loss was \$7,150.

Of this total, 279 (approximately 70.86%) were emergency medical calls, 82 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 5 involved fires which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$7,150.00 for the month.

On July 5, 2006, Fire Fighters responded to a report of a structure fire at 1843 Vienna Ct. Upon arrival found the hallway stairs area full of smoke. F3 initially received conflicting information of a tenant inside the apartment of fire origin and an elderly female in the lower apartment. Crews used forcible entry to access upstairs Apartment #3. The apartment was found to be vacant, and there was no fire.

After smoke cleared, we found a large 5 inch long smoke bomb at the bottom of the stairs. Questioned neighbors in area about seeing any persons with fireworks previous to the incident. Negative results.

On July 8, 2006, Fire Fighters responded to a vehicle fire in front of Downers Furniture Store.

Enroute, dispatch had received a couple of calls on the fire, and stated that the vehicle on fire was close to a building. Tower 3 was in progress of checking their vehicle out with the aerial extended, so we asked for a second station, based on information given about the vehicle's location next to a structure. A booster line was pulled for the fire which was contained in the engine compartment. Fire investigation determined the fire to be electrical in origin.

On July 12, 2006, Fire Fighters responded to a vehicle fire at 224 Herget Street. Booster line used to extinguish fire. Vehicle had some type of electrical problem that burned and melted several wires.

On July 13, 2006, Fire Fighters responded to a report of a structure fire at 1231 S. 6th. Street. Upon arrival found the home had a small amount of smoke; neighbors indicated that a possible occupant was inside. Upon extinguishing a small amount of fire on stove and searching the home, we found no one inside. Investigation found electric stove was left on and had a small plastic container that was burning. Stove was covered with containers and debris.

On July 31, 2006, Fire Fighters responded to a report of a truck fire. On arrival the fire was out. The fire self extinguished when the vehicle was turned off.

Total calls for the month of July 2006 were 279 and are as follows:

Fires	15
Rescue and Ems	197
Hazardous Materials	5
Other types of calls	62

Total dollar loss for the month of July 2006 was approximately \$7,150.00.

Training report for the month of July 2006

The department has been busy with the training of our new fire fighters. We have expanded our training topics to include street study, driving apparatus, rescue equipment, building tours, and rescue boat training. Even though the call load is up, we have still managed to do some training almost every day.

The total number of documented hours of training for July is 380.

This is a brief overview of the months' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department



City of Pekin

September 6, 2006

Mr. Dennis Kief
Pekin City Manager
Pekin, IL, 61554

Dear Mr. Kief,

I hereby submit to you the Pekin Fire Department August 2006 report.

Chuck Lauss
Fire Chief
City of Pekin Fire Department

During the month of August 2006, the Pekin Fire Department responded to 304 calls, total dollar loss was \$1,500.

Of this total, 304 (approximately 70.29%) were emergency medical calls, 90 were automatic fire alarms, service calls, small hazardous conditions involving no fire, false alarms and 1 involved fire which required extinguishment and/or investigation by fire fighting personnel. Total dollar loss is estimated at approximately \$1,500.00 for the month.

On August 27, 2006, Fire Fighters responded to a report of an oven fire. Upon arrival found front door locked, forced entry through the front door. Occupants had evacuated out of the back door. Fire was encountered in the oven and on the wall behind the oven. Fire was extinguished and Positive Pressure Ventilation was completed. Gas was shut off to the residential unit and checked for extension. Housing Authority was contacted. AmerenCilco was called to lock gas meter.

Total calls for the month of August 2006 were 304 and are as follows:

Fires	10
Rescue and EMS	214
Hazardous Materials	11
Other types of calls	69

Total dollar loss for the month of August 2006 was approximately \$1,500.00.

Training report for the month of August 2006

The fire department has been very busy this month. All 3 shifts have toured the 3 highrise buildings in the City. We reviewed the occupancy loads, the fire department connection locations, the fire alarm panels, and using the elevators at each building.

On August 10, we participated in a County wide hazmat drill. The simulation involved an accident with a school bus and a nurse tank carrying a hazardous chemical. There were dozens of victims; some were transported to the Pekin Hospital and others were treated at the scene.

Participating agencies were the Pekin Police, Pekin Hospital, Tazewell County Health Department, ESDA, the city bus department, and OSF EMS Department.

Fire Chief Chuck Lauss spent 2 weeks in Emmitsburg, Maryland, at the Executive Fire Officer Program.

We had the Tazewell County ESDA team bring out the Unified Command Unit to let us know what they can offer if we have a major disaster here.

We also spent 3 days training with the Peoria Fire Department dive team at Lake Whitehurst.

The total number of documented hours of training for August is 404.

This is a brief overview of the months' events from the City of Pekin Fire Department. If you have any questions, please feel free to give me a call.

Respectfully Submitted,

Charles E. Lauss
Fire Chief
Pekin Fire Department

CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
AUGUST 4, 2006
8:30 A.M.
CITY HALL COUNCIL CHAMBERS

PRESENT: Tim Gillespie, Joe Wuellner, Dave Pagliaro, Denny Kief and Joe Berardi. Also present was Sue McMillan. **Correction 8/23/06 present Chuck Lauss.**

The meeting was called to order by Chairman Chief Tim Gillespie.

3. Stop Sign Request at Dane-Kelsey / Susan Hope Intersection

4. Stop Sign Request at Kennedy / Susan Hope Intersection

Dean and Angie Reis were in attendance to express their concerns for children's safety in Lake Whitehurst. They said the streets were like a test track for speed (Kennedy – Susan Hope – Velde). They requested stop signs be placed on Susan Hope at Dane-Kelsey and Alexandria.

DECISION: Speed was an enforcement issue.

ACTION:

- Denied stop signs on through streets
- Denied "Children at Play" signs (no longer permitted)
- Patrol on regular basis / continue radar trailer
- Post speed limit signs of 30 mph.

UNFINISHED BUSINESS

Discussion School Bus Parking / Park Buses on School Property

Matt Green, Principal of Wilson Intermediate School was introduced by Matt Wilkinson. Discussion continued from previous meetings between school district and City of Pekin representatives to review options for reduced level of cars on Koch Street while retaining safety during arrival /dismissal of students. The school felt they could not handle supervision of students if the arrangement to switch bus pickup to the front of the building were implemented. Opportunities for improvement were offered:

- Advertise to parents they are not to arrive before 2:35 p.m. and encourage side street parking
- Restrict "valet parking" and require vehicles to proceed to end of loop (indicated on map)
- Place staff members out on Koch for enforcement
- Add east-bound lane on shoulder for through traffic on Koch Street (No left turn sign out of loop is posted).

DECISION: City not willing to incur expense of relocating utility poles or constructing turn lane. The committee was not in favor of the existing plan but would try and monitor.

ACTION:

- Change Snow Route signs to No Parking on Koch Street.
- Position police officer after August 24 for enforcement for the first week then monitor
- Schools to be notified to start planning over 5 year to use Life Safety Funds to accommodate buses and vehicles for arrival and dismissal on school property

1. No Parking on 14th Street Blocking Sidewalks

2. No Parking in the 1200 Block of Sheridan Blocking Sidewalks

DECISION: Enforcement issue. Chief to advise patrol units to target violations of improper parking because of complaints.

ACTION: Information regarding provisions of Code violation is to be placed on Channel 22 to educate the public.

NEW BUSINESS:

1. Request for Sign Visually Impaired Child – Slow Down (Lia Daniels) 410 Capri

DECISION: Committee discussed precedence of making signs written for individually handicapped needs.

ACTION: Letter to be sent to Lia Daniels offering to place a sign that reads “Blind Child” if proper forms are completed in order for the Street Department to monitor each year if the physically impaired person is still a resident of the street.

*2. Request to Reduce Speed Limit on Stadium Drive to 20 mph (Bob Blackwell)
Street Department Counter Report*

DECISION: No Change. Too difficult to enforce continually. Will use radar trailer after August 17th start of school.

ACTION: Denny to contact Bob Blackwell and Paula Davis

5. Stop Sign Request at 12th Street / Oakridge

After reviewing the aerial map it was recommended that a stop needs to be in place because of the increased traffic flow to avoid using Court Street

DECISION: Add stop listing to Traffic Code

ACTION: Sue M. to draft ordinance for recommendation to Council at the August 14th meeting.

6. Gingoteague Way Through Street

After reviewing the aerial map of the Sunset Hills area it was felt Gingoteague Way would never be extended as a through street. It was recommended to place stop on Remington Road at Gingoteague Way. Hardt Court stop was previously included in the Code listing of stops. Fourteenth Street is a through street do sign on Remington is automatic.

DECISION: Add stop listing to Traffic Code

ACTION: Sue M. to draft ordinance for recommendation to Council at the August 14th meeting.

7. Request for Handicapped Parking Space 1118 Summer Street (Joyce Barnhart)

Committee discussed the situation where the wheel chair ramp is perpendicular to the street and the neighbors park in front of the residence. The property has adequate space for parking of the owner on the north side driveway.

DECISION: Request denied. Committee recommends as few as possible handicapped spaces on residential streets.

ACTION: Joyce Barnhart to be notified.

AROUND THE TABLE:

Joe advised the committee that the new Sunset Lake Estates street for access to new construction of single family homes was complete. He asked that the committee consider stopping Highwood @ North Lake Drive. Due to a site issue of traffic westbound on Highwood.

DECISION: Add to sign listing in Traffic Code for 3 way stop

ACTION: Sue M. to draft ordinance for recommendation to Council at the August 14th meeting.

Railroad Safety Committee has requested that the TSC review the issue of grain trucks lined up on Front Street being parked too close to the tracks. Dave advised that the trucks need to be 10ft from tracks centerline. Committee discussed option to make portion of Street in front of Turner Grain as one-way. It was recommended that all the companies involved be advised of possible change and be asked to meet with committee members for input. An aerial map indicating the change to be created and reviewed prior to notification of area businesses.

Dave asked that a letter be sent advising the railroad that continuing efforts are being made to correct the situation.

With no further action the meeting was adjourned.

Meeting Adjourned at 9:40 a.m.

Respectfully submitted

Sue E. McMillan

NEXT MEETING FRIDAY, SEPTEMBER 1, 2006 @ 8:30 A.M.

TAZEWELL COUNTY ANIMAL CONTROL

City: PEKIN

Date: 9-1-06

Billing For Month of 8-06

\$3,260.75

PEKIN CITY CLERK
111 S CAPITOL
ROOM 242
PEKIN IL 61554

Animal Counts Brought in by Wardens between August 1, 2006 and August 31, 2006

City	Warden	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Vogel	City	1225 #12 FLORENCE	8/7/2006	Cat	DSH	E	2	61555
	Vogel	City	1225 #12 FLORENCE	8/7/2006	Cat	DSH	E	2	61554
	Vogel	City	1011 EL CAMINO	8/7/2006	Cat	DSH	E	2	61548
	Vogel	City	3402 SHERIDAN	8/8/2006	Dog	POODLE X	E	3	61564
	Vogel	City	12588 WISEMAN RD	8/4/2006	Dog	HUSKY	R	11	61544
	Vogel	City	MENARDS	8/7/2006	Dog	CHOW	R	0	61547
	Hoyland	City	PEKIN PARK	8/2/2006	Dog	LAB	R	1	61527
	Vogel	City	349 CHARLOTTE	8/2/2006	Cat	DSH	E	2	61521
	Vogel	City	1705 BROADWAY	8/9/2006	Dog	PIT	R	9	61575
	Vogel	City	302 DELSHIRE	8/9/2006	Cat	DSH	A	13	61578
	Vogel	City	302 DELSHIRE	8/9/2006	Cat	DSH	E	2	61579
	Vogel	City	405 EDGEWOOD	8/2/2006	Cat	DMH	E	7	61523
	Vogel	City	405 EDGEWOOD	8/2/2006	Cat	DMH	E	7	61522
	Hoyland	City	1113 CHARLOTTE	8/3/2006	Cat	DSH	E	1	61537
	Vogel	City	1401 BLACK	8/30/2006	Dog	MIX			61787
	Vogel	City	1407 SUMMIT	8/23/2006	Cat	DSH	E	9	61713
	Hoyland	City	#3 HECKERS CT	8/22/2006	Dog	LAB	E	10	61711
	Vogel	City	2032 #11 WESTGATE	8/25/2006	Cat	DSH	E	7	61730
	Vogel	City	2032 #11 WESTGATE	8/25/2006	Cat	DSH	E	7	61731
	Vogel	City	1500 S 14TH ST	8/10/2006	Dog	PIT X	E	4	61582
	Hoyland	City	1009 MECHANIC	8/19/2006	Cat	DSH	E	2	61693
	Vogel	City	613 8TH ST	8/25/2006	Dog	DACHSHUND			61733
	Mooney	City	2254 BROOKDALE	8/16/2006	Dog	ROTT	R	5	61665
	Vogel	City	2105 INDEPENDCE	8/24/2006	Cat	DSH	E	1	61717
	Vogel	City	1120 1/2 N. 16TH ST	8/28/2006	Cat	DSH	E	4	61750
	Vogel	City	232 DERBY	8/22/2006	Dog	SPRINGER SPANI			61703
	Mooney	City	107 EADS	8/15/2006	Cat	DSH	E	1	61641
	Vogel	City	262 COOPER	8/15/2006	Dog	CHIA	E	9	61640
	Vogel	City	1418 BELAIRE	8/15/2006	Dog	LAB	E	6	61637
	Vogel	City	1615 SHERIDAN	8/31/2006	Cat	DSH	E	1	61796
	Vogel	City	1615 SHERIDAN	8/31/2006	Cat	DSH	E	1	61797
	Mooney	City	1418 FENLEY	8/13/2006	Cat	DSH	D	1	61613
	Vogel	City	1201 ANN ELIZA	8/11/2006	Dog	LAB X	E	6	61604
	Vogel	City	303 AMANDA	8/11/2006	Dog	SHEP	A	10	61601
	Vogel	City	1005 AUGUSTA	8/10/2006	Dog	SHEP X	E	1	61597
	Vogel	City	1005 AUGUSTA	8/10/2006	Dog	SHEP X	E	1	61596
	Vogel	City	2501 INDEPENDENCE	8/28/2006	Cat	DSH	E	2	61749

Total Dogs picked up in Pekin: 17

Total Cats picked up in Pekin: 20

Total Others picked up in Pekin: 0

Animal Counts Brought in by Individuals between August 1, 2006 and August 31, 2006

City	In By	Origin	PickUp Site	PickUp Dat	Species	Breed	Disposition	Days	Log #
Pekin									
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61586
	Owner R	County	13594 EGG RANCH RD	8/11/2006	Cat	DLH	E	0	61607
	Owner R	County	13594 EGG RANCH RD	8/11/2006	Cat	DLH	E	0	61606
	Owner R	County	13594 EGG RANCH RD	8/11/2006	Cat	DLH	E	0	61605
	Owner R	City	1211 BLACK ST	8/11/2006	Dog	SHEPX CHOW	E	0	61595
	Owner R	City	1211 BLACK ST	8/10/2006	Dog	SHEPX CHOW	E	1	61594
	Owner R	City	211 COOPER ST	8/10/2006	Dog	YORKIE	A	1	61593
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61591
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61590
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61589
	Individua	City	2217 BROOKDALE	8/2/2006	Cat	DSH	E	7	61524
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61587
	Owner R	City	1107 DIANE LANE	8/17/2006	Cat	PERSIAN	REL	0	61667
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61585
	Individua	City	1800 QUAKEY	8/10/2006	Cat	DSH	E	1	61584
	Individua	City	1800 QUAKEY	8/10/2006	Cat	DSH	E	1	61583
	Owner R	City	2233 BROOKDALE #33	8/9/2006	Cat	DSH	E	2	61577
	Owner R	City	1301 HOWARD CT	8/9/2006	Dog	BORDER COLLIE	E	2	61576
	Individua	City	1025 FLORENCE	8/8/2006	Cat	DSH	E	3	61556
	Individua	City	1610 FREDERICK	8/3/2006	Cat	DSH	E	6	61531
	Individua	City	COAL MINERS PARK	8/3/2006	Cat	DAH			61529
	Individua	City	COAL MINERS PARK	8/3/2006	Cat	DSH	A	15	61528
	Individua	City	1800 QUAKER	8/10/2006	Cat	DSH	E	1	61588
	Owner R	County	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61722
	Owner R	City	1505 N 13TH ST	8/30/2006	Cat	DLH	E	2	61783
	Owner R	City	1418 LORETTA	8/30/2006	Dog	BOXER	R	1	61769
	Individua	City	1127 S 6TH ST	8/30/2006	Cat	DSH			61767
	Owner R	City	1601 LAMAR DR	8/29/2006	Cat	DLH	E	1	61760
	Owner R	City	709 S 7TH ST	8/28/2006	Dog	ENGLISH BULLDO			61751
	Individua	City	1203 VEERMAN	8/25/2006	Cat	DSH	E	3	61737
	Owner R	City	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61727
	Owner R	County	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61726
	Owner R	County	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61725
	Owner R	County	13594 EGG RANCH RD	8/11/2006	Cat	DLH	E	0	61608
	Owner R	County	13835 2ND ST	8/24/2006	Cat	SIAMESE X	A	0	61723
	Individua	City	2007 MARKET	8/16/2006	Cat	DSH	E	5	61664
	Owner R	County	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61721
	Owner R	City	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61720
	Owner R	County	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61719
	Individua	County	1720 GEHR ST	8/24/2006	Other	DOVE	REL	0	61718
	Owner R	City	115 N 18TH ST	8/22/2006	Cat	DSH	E	3	61704
	Owner R	City	1901 E COURT #21	8/21/2006	Dog	GERMAN SHEPH	REL	2	61699
	Owner R	City	1312 MARKET ST	8/18/2006	Cat	DLH			61684
	Individua	City	402 WOODLAND	8/18/2006	Cat	DSH			61681
	Owner R	City	1107 DIANE LANE	8/17/2006	Cat	HIMY	REL	0	61668
	Individua	City	BROOKEMADOWS APTS	8/31/2006	Cat	DSH	E	1	61788
	Owner R	City	13835 2ND ST	8/24/2006	Cat	DSH	E	1	61724

Total Dogs picked up in Pekin: 7

Total Cats picked up in Pekin: 39

Total Others picked up in Pekin: 1

LADD Meeting

August 25, 2006 Minutes

Members Present: Guidotti, Wehr, & Wuellner.
Spike called the meeting to order at 3:00 pm.

Financial Report: Ken updated the committee on the bills that have been paid and the status of the accounts. He will be getting with Peter Berini on any outstanding bills with Cochran-Wilkin to close out that account. At issue is the time spent on dealing with the violations.

Dredging: There has been nothing new from the IEPA. The weekly inspections for compliance with the NPDES permit are still being made.

The schedule is as follows:

1. Ready land for sale ----- Jan. 2007

Retention Area: Dave Milam has installed a sign saying top soil for sale. It was noted that he has not made any payments per the agreement. Ken will check the agreement and either he or Spike will contact Dave.

Shoreline Improvements: This work will be completed as soon as funds are available.

1. Shoreline Improvements ----- TBD

Other Business:

Lake Remington --- Spike reported that water has been put into this lake so it can be checked for ability to retain water with the new clay lining. Per the agreement, if the lake retains water, the plate in the weir wall is to be removed so it can have the same water level as Lake Arlann.
Stormwater Issue --- Joe reported that the televising of the storm line that feed into the lake has been completed and no cross connections were found. He said that the technician stated that he found no evidence of sanitary debris in any of the lines as he was televising. Joe said that samples were taken at other locations throughout town and the results all came back with elevated fecal coli form and E coli counts. The conclusion is that this is a normal occurrence after a rainfall. He mentioned that installing a pipe in the ditch from Court St. to the stilling basin is being looked at instead of just cleaning the ditch. This should cut down on some of the soil and debris washing in after a rain.

Next meeting: TBD --- 3:30 pm

Whereas, October 2006 is National Breast Cancer Awareness Month; and

Whereas, October 20, 2006 is National Mammography Day; and

Whereas, Breast Cancer is the most common cancer among women, except for skin cancer; and

Whereas, Breast Cancer is the second leading cause of cancer death in women, after lung cancer;
and

Whereas, The chance of developing invasive breast cancer at some time in a woman's life is about 1 in 8; and

Whereas, Almost 212,920 new cases of female breast cancer will be diagnosed in 2006 and about 40,970 will die from the disease; and

Whereas, African American women are more likely to die from breast cancer than women of all other races; and

Whereas, An estimated 1,720 cases of male breast cancer will be diagnosed in 2006 and about 460 men will die of the disease; and

Whereas, Death rates from breast cancer have been declining, and this change is believed to be the result of earlier detection and improved treatment; and

Whereas, Mammography—an "x-ray" of the breast—is recognized as the single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt.

NOW, THEREFORE, BE IT RESOLVED that I, Frank H. Mackaman, Mayor of the City of Pekin, do hereby proclaim the month of October 2006 as **NATIONAL BREAST CANCER AWARENESS MONTH** and October 20 as,

"NATIONAL MAMMOGRAPHY DAY"

in the City of Pekin and call its significance to the citizens of the City of Pekin.

ADOPTED, this 11th day of September, in the Year of Our Lord, Two thousand and Six

FRANK H. MACKAMAN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

September 1, 2006

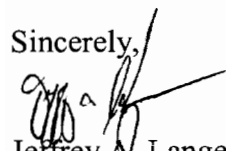
Frank Mackaman, Mayor
City of Pekin
111 S. Capitol
Pekin, IL 61554

Dear Mayor Mackaman,

I am writing on behalf of the Pekin Kiwanis Club to request permission to conduct our annual Peanut Day solicitation on Friday, November 3, 2006.

The city clerk's office has reserved a spot on the city calendar pending your approval. We will be soliciting donations outside of six local businesses for that one day only. Thanks for your consideration, Mayor Mackaman.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey A. Lange', with a long horizontal stroke extending to the right.

Jeffrey A. Lange
Pekin Kiwanis Club

RESOLUTION NO. 163-06/07

**A RESOLUTION SUPPORTING IMMEDIATE FUNDING FOR
ILLINOIS' VERSION OF JESSICA'S LAW**

WHEREAS, Illinois' version of Jessica's Law expands the Global Positioning Satellite tracking pilot program by the Illinois Department of Corrections to include all paroled sex offenders, who are required to register upon release, and

WHEREAS, more than 17,000 sex offenders in Illinois, and

WHEREAS, more than 1,300 sexual predators in Illinois would be covered under Illinois' Jessica's Law, and

WHEREAS, the safety and well-being of the children of this community is of primary importance to the members of this Council.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of Pekin, Illinois calls on Governor Rod Blagojevich to immediately allocate the \$5.5 million necessary to fully fund Illinois' version of Jessica's Law.

PASSED AND APPROVED at its regular City Council Meeting,
held on the 11th day of September, 2006.

Mayor

ATTEST:

City Clerk



Safe Kids Walk This Way

Safe Kids Pedestrian Safety Task Force

What:

The Pedestrian Safety Task Force Grant was provided by SAFE KIDS Worldwide to facilitate an environmental change in pedestrian safety at target locations. The Peoria Area Safe Kids Coalition was one of ten other coalitions across the country to receive the grant.

When:

The grant is in effect as of March 1, 2006 and ends February 28, 2007.

Where:

The location chosen by the task force was the intersection of Stadium Dr. and Parkway at the bicycle trail crossing. We felt that this area received sufficient pedestrian traffic and safety concerns for children to warrant environmental change.

Who:

The task force members are

- Patrick Collier – Peoria Area Safe Kids Coalition Coordinator
- Dustin Salmon – Pekin Police Department
- Chris McKinney – Tazewell County Sheriff's Office
- Joe Wuellner – City of Pekin Engineer
- Dana Bartoli – FedEx

Goals:

- Install pedestrian activated safety lights at the trail crosswalk.
- Alert the media to the need of improved pedestrian safety.
- Explore enactment and enforcement of a city ordinance to reduce the speed limit whenever pedestrian lights are activated.
- Educate the community on pedestrian safety.

If you have questions or are interested in being a part of the task force please contact Patrick Collier at 309-671-4602.

Safe Kids (Peoria Area) **2006 Pedestrian Safety Task Force Workplan**

Project Goal: To reduce the incidence of pedestrian related injuries to children living in the city of Pekin in one year.

Project Time Period: March 1, 2006 through February 28, 2007

Objectives	Activities/Tasks	Responsible Parties	Timeline
1. Increase community awareness of child pedestrian dangers and hazards in target area.	Complete a thorough pre- and post traffic assessment and report for target area.	Pekin Police Officer and City Engineer	April 2006 and February 2007
	Present report to City Council	Task Force	May 2006
	Conduct community focus groups with various groups throughout the community.	Peoria Area Safe Kids and Task Force	June 2006
	Send news release to local media identifying report findings and concern for child pedestrians.	Peoria Area Safe Kids and Children's Hospital of Illinois	May 2006
2. Increase knowledge of safety and injury prevention strategies for child pedestrians.	Conduct pre- and post test knowledge surveys with youth groups.	Peoria Area Safe Kids and Children's Hospital of Illinois	June 2006
	Provide mini workshops on pedestrian safety for youth groups.	Peoria Area Safe Kids and Children's Hospital of Illinois	Aug.-Sept. 2006
3. Implement changes to reduce speed and alert drivers at the Parkway and Stadium Drive pedestrian crossing during peak activity.	Purchase and install a pedestrian activated flashing light at the crosswalk on Parkway Drive.	Peoria Area Safe Kids. Task Force, and City of Pekin	October 2006
	Purchase and install a solar powered LED sign at the crosswalk	Peoria Area Safe Kids. Task Force, and City of Pekin	October 2006

	Explore enactment and enforcement of a city ordinance to reduce the speed limit whenever the flashing light at the crosswalk is activated.	Task Force, Pekin Police, City of Pekin	June-Aug. 2006
4. Decrease pedestrian safety concerns of parents for target area.	Conduct pre- and post surveys of parents in the community.	Peoria Area Safe Kids and Children's Hospital of Illinois	April 2006 and February 2007
	Distribute pedestrian safety educational materials to parents.	Peoria Area Safe Kids and Children's Hospital of Illinois	August 2006
	Engage 2 area parents to become active partners on the task force.	Task Force	April 2006

September 7, 2006

CITY OF PEKIN STATISTIC SHEET

Total # of Employees	305
Full Time Employees	197
Part Time Employees	108

Female Employees	118
Male Employees	187

Salaried Employees	81
Hourly Employees	224

Average age of a firefighter:	39
Average age of a police officer:	37
Average age of a street maintenance wrkr:	46
Average age of a school bus driver:	44
Average age of a department head:	52

Department Staff

Dennis Kief, City Manager
Economic Development Director, Denny, Pam, and Emily team
Pam Anderson, Asst Director/Planning & Economic Dev
Emily Lambe, Tourism
Charles "Chic" Renner, Treasurer
Sue McMillan, City Clerk
Patricia Pollock, Personnel Director
Unfilled, Finance Director
Joseph Wuellner, Public Works Director
David Pagliaro, Director of Fleet Operations/WWTP
Ronald Sieh, Code Enforcement, Bldg Inspector
Chuck Lauss, Fire Chief
Tim Gillespie, Police Chief
Greg Ranney, Director of Solid Waste/Transportation
Steven Thompson, T/P CCC Director
Jeff Brooks, Library Director

Total: 15

Health Insurance

Total Health Plan Participants	221	(513 total lives including dependents)
Active Employees	186	
Retirees	35	
Males	272	
Females	241	

Pensioners

IMRF Pensioners	35
Police Pensioners	47
Fire Pensioners	61

Union Representation

Teamster Local 627		
General Unit	76	Contract term 5-1-05 / 4-30-09
Street	12	Contract term 4-1-05 / 3-31-09
Solid Waste	09	Contract term 4-1-05 / 3-31-09
Sewer Treatment	04	Contract term 8-1-05 / 7-31-10
Police	51	Contract term 5-1-03 / 4-30-07 (extended to 2009)
Fire	49	Contract term 5-1-06 / 4-30-11
T/P ccc	17	Contract term 5-1-06 / 4-30-11

Total union representation: 201 or 66%

Types of Jobs

The City of Pekin has 44 different job positions under the following categories:

Administrative	Technical	Protective Service	Administrative Support
Professional	Skilled Craft	Service Maintenance	

NUMBER COUNT OF EMPLOYEES BY DEPARTMENT AS REQUIRED BY CITY CODE

The City Code calls for 8 Departments: Finance, Personnel, Police, Fire, Planning and Development, Solid Waste and Transportation, Public Works, Corporation Counsel. Some of these departments are broken down further into “subdivisions”, resulting in a total of 24 departments.

<u>Department</u>	<u>Current Employees</u>	<u>Ordinance or City Code</u>
Administration	1 City Manager 1 Administrative Asst	1 City Manager 1 Assistant City Mgr
Treasurer	1	1 Treasurer / 1 Deputy
City Clerk	1	1 Clerk / 1 Deputy Clerk
Personnel	1	1 Personnel Dir
*Finance	3	1 Finance Dir/ 1 Asst Fin
Utility Billing	2	n/a
Public Works	2	1 Director/ 1 City Engineer
Tourism	1	n/a
IT/Network	2	n/a
Refuse	6	n/a
Yardwaste	2	n/a
Recycling	3	n/a
Municipal Bus	3	n/a
School Bus	66	n/a
Treatment Plant	4	n/a
Streets	12 maintenance workers 1 Secretary 1 Superintendent	1 Superintendent
Fire	1 Chief 1 Deputy Chief 3 Asst Chiefs 15 Drivers	1 Chief 1 Deputy Chief 3 Asst Chiefs 16 Drivers

	12 Captains 18 Firefighters 1 Fire Prevention Officer 1 Maintenance Coordinator	13 Captains 18 Firefighters
Public Property	4	1 Director***
Vehicle Maintenance	6	n/a
**HUD	2	n/a
Police	1 Chief 2 Deputy Chiefs 4 Lieutenants 7 Sergeants 38 Patrol Officers 2 Secretaries 6 Records Div 1 Parking Div	1 Chief 2 Deputy Chiefs 4 Lieutenants 7 Sergeants 40 Patrol Officers
Inspections/Code Enforcement	4 Inspectors 1 Secretary	5 Inspectors
Library	1 Director 30 Librarians & Staff	
T/P CCC	1 Director 1 Operations Supervisor 23 Telecommunicators	

* The third person in Finance also serves as clerk to the Treasurer

** This person also serves as Asst. Planning and Development Director

*** This person also serves as Director of Transportation/Solid Waste

September 7, 2006



LABORERS' HOME DEVELOPMENT CORP.

One North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701 (217) 522-3381 FAX (217) 522-6588

Edward M. Smith, Chairman/President

Michael Goetz, Executive Director



DIRECTORS:

John Penn
North Central Laborers'
District Council

John R. Taylor
Southern Central Illinois Laborers'
District Council

Glyn Ramage
Southwestern Illinois Laborers'
District Council

Laborers' Home Development
Inc. I & II
200 Labor Drive
S. Jacksonville, Illinois 62650
(217) 243-4942

Laborers' Home Development
Inc. III
130 North Main Street
E. Peoria, Illinois 61611
(309) 694-0404

Laborers' Home Development
Inc. IV
1335 S. Diamond
Jacksonville, Illinois 62650
(217) 245-7911

August 24, 2006

Sue McMillan, City Clerk
111 S. Capitol Street
Pekin, Illinois 61554

Dear Ms. McMillan:

The undersigned hereby request that the City of Pekin vacate the following described right-of-way, legally described as:

1). Part of Gingoteague Section 4, lots 5,6,8 and 9 of the West ½ of the Southeast 1/4 of Section 11, Township 24, Range 5 West, City of Pekin, Tazwall County, Illinois.

PIN # 10-10-11-412-001, #10-10-11-412-002, #10-10-11-412-004, #10-10-11-412-005

Commonly known as 1320 Executive Court.

Sincerely

Michael Goetz
Executive Director



LABORERS' HOMES DEVELOPMENT 07/97

200 LABOR DR
JACKSONVILLE, IL 62650
2172434942

THE FARMERS STATE BANK
AND TRUST COMPANY
JACKSONVILLE, IL 62651
70-169/812

2593

8/21/2006

Pay to the
Order of

City of Pekin

\$ **100.00

One Hundred and 00/100*****Dollars

City of Pekin

Edw. M. Smith
Michael Smith

memo
⑈002593⑈ ⑆081201695⑆

37502601⑈

LABORERS' HOMES DEVELOPMENT

City of Pekin
1148 · Pekin

8/21/2006

2593

100.00

Farmers' State Bank

100.00

CERTIFICATE OF PUBLICATION

THE PEKIN DAILY TIMES

Gregg Ratliff, Publisher

Pekin, Illinois,

August 25 2006

71415 LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the City of Pekin, Illinois, will conduct a public hearing on September 11, 2006 at 5:30 P.M. in the City Hall Council Chambers 111 S. Capitol, Pekin, Illinois, for the purpose of discussing the adoption of an ordinance authorizing the vacation of the following described property:

Part of Gingoateague Section 4, Lots 5, 6, 8 and 9 of the West Half of the Southeast Quarter, of Section 11, Township 24 North, Range 5 West, City of Pekin, Tazewell County, Illinois.

Part of PIN #10-10-11-412-001, #10-10-11-412-002, #10-10-412-004, #10-10-412-005

Commonly known as 1320 Executive Court
All persons having an interest therein may appear to be heard or may file comments concerning proposed vacating of this property in the Office of the City Clerk.

DATED at Pekin, Illinois, August 25, 2006.

Sue E. McMillan
City Clerk

I hereby certify that I am the publisher of THE PEKIN DAILY TIMES and that the annexed notice was published 1 (one) times in the Pekin Daily Times, a secular public newspaper of general circulation, printed and published daily, except Sunday, and legal holidays, for at least 1 year prior to the 25th day of August 2006 in the City of Pekin, Tazewell County, State of Illinois: that publication of said notice was made in said newspaper as follows:

the first on the 25th day of August 2006 ;
the second on the _____ day of _____ 20____ ;
the third on the _____ day of _____ 20____ ;
the fourth on the _____ day of _____ 20____ ;

I further certify that the face of the type in which each publication of the said notice was made was the same as the body type used in the classified advertising in the issue of the said newspaper in which such publication was made.

I further certify that said newspaper is a newspaper as defined in 'An Act' to revise the law in relation to notices' as amended by Act approved July 17, 1959.-Ill. Revised Statutes, Chap. 100, Para. 1-10.

Gregg Ratliff
Publisher of

THE PEKIN DAILY TIMES

Publication Fee, \$ 40.50
Posters, Slips \$ 5.00
Total \$ 45.50

By Jana Smith

Vacate Executive Court

PAY301000000000045640000000000000000455000000045507

92

ORDINANCE NO.

**AN ORDINANCE VACATING A PORTION OF EXECUTIVE COURT A
MUNICIPALLY OWNED STREET
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, the City of Pekin owns the following described property (the “street”):

The property is legally described as part of Gingoteague Section 4, Lots 5, 6, 8 and 9 of the West Half of the Southeast Quarter, of Section 11, Township 24 North, Range 5 West, City of Pekin, Tazewell County, Illinois.

Part of PIN #10-10-11-412-001, #10-10-11-412-002, #10-10-412-004, #10-10-412-005

Commonly known as 1320 Executive Court

AND WHEREAS, the City Council of the City of Pekin has determined that the said street sought to be vacated is not needed for public use or for any other purpose whatsoever, and that the public interest will be subserved by vacating said street; and

WHEREAS, after due notice was given on vacating said street and was advertised in the Pekin Daily Times, a paper of general circulation in the City of Pekin, Pekin, Illinois, having been published on August 25, 2006; and

WHEREAS, no person objected to the vacation of said street; and

WHEREAS, after said public hearing on September 11, 2006, the City Council found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin vacate the street; and

WHEREAS, the City Council of the City of Pekin, Illinois, has determined that no property will be damaged if said street is vacated subject to the right of the use of said street for existing public utilities, if any

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

SECTION I. That the public interest will be subserved by vacating the street, in the City of Pekin, Tazewell County, Illinois, being legally described as follows:

Part of Gingoteague Section 4, Lots 5, 6, 8 and 9 of the West Half of the Southeast Quarter, of Section 11, Township 24 North, Range 5 West, City of Pekin, Tazewell County, Illinois.

Part of PIN #10-10-11-412-001, #10-10-11-412-002, #10-10-412-004, #10-10-412-005

Commonly known as 1320 Executive Court

and is hereby approved by the City of Pekin.

SECTION II. BE IT FURTHER ORDAINED that said vacation is hereby made subject to the right to the use of said street for existing public utilities, if any.

SECTION III. That upon adoption of this Ordinance, the Clerk of the City of Pekin, Illinois, is hereby directed to certify and record a true and correct copy of this Ordinance and plat with the Recorder of Deeds of Tazewell County, Illinois; said plat being attached hereto, marked for identification as Exhibit "A" and specifically made a part hereof by reference thereto.

SECTION IV. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V. That this Ordinance shall be in full force and effect from and after its passage, by a vote of at least three-fourths of the corporate authorities now holding office, and approval in the manner provided by law.

AYES:

NAYS:

ABSENT:

ABSTAINING:

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the _____ day of _____, 2006.

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE LEASE OF MUNICIPALLY OWNED REAL PROPERTY WITHIN THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin owns the following described property (the “Property”):

The East 10 feet of Lot 8 and all of Lots 9 and 10 in Block 4 in the

Original Town, now City of Pekin, situated in Tazewell County, Illinois; and

WHEREAS, the City of Pekin and PENCE’S AG REPAIR, INC., an Illinois Corporation, have negotiated a Lease (attached hereto and incorporated herein by this reference) wherein PENCE’S AG REPAIR, INC., is to lease the Property for a term of one year for the sum of One Thousand Two Hundred Dollars (\$1,200) per month (the “Lease”); and

WHEREAS, the Lease includes a grant of a license to use the parking lot adjacent to the Property; and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is unoccupied and not needed for or used for governmental purposes or proprietary activity and therefore, the said real estate is not required for the use of, or profitable to the municipality; and

WHEREAS, pursuant to Section 1-9-5 of the City Code of the City of Pekin, because the term of the Lease is less than two years, no public hearing or notice is required; and

WHEREAS, the City Council determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Lease and lease the Property to PENCE’S AG REPAIR, INC., pursuant to the terms and conditions of said Lease; and

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

SECTION I: That the City of Pekin finds as facts the recitals herein above set forth.

SECTION II: That the Lease attached hereto as Exhibit A is hereby approved and that the City of Pekin lease the Property to PENCE'S AG REPAIR, INC., on the terms and conditions described in the Lease.

SECTION III: The City Manager of the City of Pekin, for and on behalf of the City of Pekin is hereby authorized and directed to execute the Lease, and the City Clerk is hereby authorized to acknowledge and attest such Lease and to affix thereto the seal of the City of Pekin for and on behalf of the City of Pekin, and the Manager and City Clerk shall execute such other documents as may be necessary to consummate the transaction contemplated herein and in said Lease.

SECTION IV: All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION V: That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

LEASE BETWEEN CITY OF PEKIN AND PENCE'S AG REPAIR, INC.

THIS AGREEMENT made and entered into this _____ day of _____, 2006, by and between CITY OF PEKIN, an Illinois Municipal Corporation, hereinafter referred to as "LANDLORD", and PENCE'S AG REPAIR, INC., an Illinois Corporation, hereinafter referred to as "TENANT"; WITNESSETH:

The said LANDLORD, for and in consideration of the covenants and agreements hereinafter mentioned to be kept, observed and performed by the parties hereto, has demised and leased to said TENANT the following premises in Tazewell County, Illinois, and being legally described as follows (the Premises):

The East 10 feet of Lot 8 and all of Lots 9 and 10 in Block 4 in the Original Town, now City of Pekin, situated in Tazewell County, Illinois.

together with all buildings, structures, appurtenances and fixtures thereon, upon the following terms and conditions:

1. TERM. TO HAVE AND TO HOLD the above-described Premises unto the said TENANT for a term of one year, commencing on the _____, 2006, (the "Commencement Date"). TENANT may terminate this lease at any time, provided that TENANT shall first provide written notice to LANDLORD of such termination at least 90 days prior to such termination. LANDLORD may terminate this lease at any time, provided that LANDLORD shall first provide written notice to TENANT of such termination at least 90 days prior to such termination.

2. PURPOSE. The Premises hereby leased are to be used for an IDOT Test Lane and general repair shop, and other uses related thereto, and for no other purpose without the consent of the LANDLORD, which shall not be unreasonably withheld.

3. LICENSE TO USE PARKING LOT. During the term hereof, LANDLORD grants to TENANT a license to use the parking lot immediately adjacent to the Premises, and legally described as Lots 12, 13 and 14 in Block 4, in the Original Town, now City of Pekin, Tazewell County, Illinois, (the "Parking Lot) on the terms and conditions contained herein. The Parking Lot shall be used solely for the parking of vehicles owned by TENANT or under repair by TENANT. TENANT shall comply with all zoning restrictions.

4. RENTAL. TENANT shall pay as rental for the Premises during the term hereof the sum of One Thousand Two Hundred Dollars (\$1,200) for each month thereof, and which said rent shall be payable on the 1st day of the monthly period, with the first payment being due on the Commencement Date. In the event the Commencement Date falls on a day other than the first day of the month, then such initial rent payment shall be prorated to the first day of the succeeding calendar month. Payments to be made to LANDLORD shall be made to LANDLORD at 111 S. Capitol Street, Pekin, Illinois, or at such other place as LANDLORD may hereafter designate in writing.

5. EXTENSION OF TENANCY TENANT is hereby given the option to extend the tenancy of the Premises after the termination of the initial term on a month-to-month tenancy basis. The monthly rent for said month-to-month tenancy shall be increased to One Thousand Five Hundred Dollars (\$1,500)

6.. TAXES. LANDLORD shall pay all general real estate taxes and special assessments which may be assessed or levied against the Premises, if any.

7. DUTY TO MAINTAIN. So long as TENANT occupies the Premises, TENANT shall maintain in good condition the roof, sidewalls and foundation, the exterior walls, and the structural portions of the building. TENANT shall also maintain the doors and windows in said

Premises, and shall keep the demised Premises and the Parking Lot in a presentable condition. LANDLORD shall have no obligation whatsoever to maintain or repair the Premises or the Parking Lot.

8. COMPLIANCE WITH REQUIREMENTS AND USES PROHIBITED. TENANT shall comply with all lawful requirements of the local Board of Health, Police and Fire Departments and governmental authorities respecting the manner in which TENANT uses the leased Premises and the Parking Lot, including, without limitation, providing adequate parking for TENANT's intended use. TENANT agrees that the Premises shall not be used for any purpose or business which increases the fire or extended coverage insurance rate. TENANT further agrees that TENANT will not injure, overload, or deface the said building, nor permit the same or any part thereof to be injured, defaced or overloaded and will not permit or suffer any noise, noxious or offensive trade, business or occupation, or any heavy manufacturing to be carried on said Premises or permit the same to be occupied or used for any immoral or illegal purposes whatsoever.

9. ALTERATIONS BY TENANT. TENANT shall not alter the interior of the building without the written consent of LANDLORD, which consent shall not be unreasonably withheld.

10. CONDITION OF BUILDING. LANDLORD and TENANT acknowledge that the Premises to be leased to TENANT are in tenantable condition as of date of possession.

11. INSURANCE

A. Public Liability Insurance. TENANT covenants and agrees that TENANT will, at TENANT'S expense, carry with a responsible insurance company or companies approved by LANDLORD through the term of this lease insurance protecting LANDLORD against loss, suits for damages, claimed to be

directly or indirectly, in whole or in part due to the happening of any accident in or about the demised Premises or the Parking Lot caused by any act or neglect of TENANT or LANDLORD. Such insurance policy or policies shall have a minimum limit of \$1,000,000 for bodily injury to any one person and \$2,000,000 for bodily injury in the aggregate; also a minimum limit for property damage of \$100,000.

B. Structure Insurance. TENANT agrees to insure the structure on the Premises and to hold LANDLORD harmless for liability to said structure.

C. Contents Insurance. TENANT acknowledges that its use of the Premises is for its business and agrees to insure all of its property on said Premises and to hold LANDLORD harmless for any liability or damage to the contents of said property in the Premises leased by TENANT.

D. Additional Insured. LANDLORD shall be listed as an additional insured on all policies set forth above. All such policies of insurance shall provide that the additional insured shall be notified in writing at least thirty (30) days prior to any cancellation of, or any material change or new exclusions in the policy. TENANT shall provide LANDLORD with certificates of insurance evidencing such insurance coverage.

12. UTILITIES. TENANT shall pay for all utilities serving said Premises, including electricity, gas, garbage, water, telephone, cable television and wastewater. TENANT shall have all such utilities transferred to TENANT's account prior to taking possession of the Premises.

13. GARNISHMENT. This lease and the interest of the TENANT hereunder shall not, without the written consent of LANDLORD first had and obtained, be subject to garnishment or sale under execution in any suit or proceedings which may be brought against or by TENANT.

14. TOTAL DESTRUCTION. In the event the demised Premises shall be more than 50% destroyed by fire or other unavoidable casualty, the lease shall terminate as of the date of such destruction.

15. PARTIAL DESTRUCTION. In the event the building is destroyed 50% or less, TENANT shall have the option of a) terminating this Lease or b) proceeding to make repairs necessary to put the building in its former condition, in which case this Lease shall not terminate,

16. NOTICES. All notices required under this lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail, return receipt requested, to the LANDLORD at the last address where rent was paid, or to the TENANT addressed to TENANT's registered agent or such other addressee as TENANT may designate in writing. Date of service of a notice served by mail shall be the date on which such notice is deposited in the mail.

17. POSSESSION UPON TERMINATION. The TENANT covenants and agrees that it will yield up said Premises to said LANDLORD at the expiration of the lease demised, whether by forfeiture or by the expiration of time, in substantially as good condition as when the same was entered into and taken possession of by TENANT, loss by fire, act of God, or ordinary wear and tear excepted.

18. ACCESS BY LANDLORD. The LANDLORD reserves the right to have reasonable access at reasonable hours upon reasonable notice for itself, its agents or employees,

to the Premises hereby leased, and it is further agreed that said TENANT shall permit said LANDLORD, its agents, attorneys or assigns, to put the usual notice of "To Let" or "For Sale" upon said Premises during the three (3) months next preceding the expiration of this lease.

19. ACCESS BY TENANT. The LANDLORD shall provide to TENANT access to the Premises at all times, day or night, twenty-four hours per day, three hundred sixty-five days per year.

20. TIME OF ESSENCE. It is further agreed that time shall be of the essence of all covenants and payments to be made under this lease.

21. QUIET ENJOYMENT. TENANT, upon the payment of the rent herein reserved and upon TENANT'S performance of all of the terms of this lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the leased Premises without any disturbance from the LANDLORD, or from any others claiming through LANDLORD.

22. BINDING UPON HEIRS AND SUCCESSORS. The covenants of this lease shall be obligatory upon and shall extend to the successors and assigns of LANDLORD and the heirs, successors and assigns of TENANT. TENANT shall, however, not assign this lease or sublet the Premises or any portion of the same without first obtaining the written consent of LANDLORD.

IN WITNESS WHEREOF, the undersigned have executed this lease the day and year first above written.

TENANT:

PENCE'S AG REPAIR, INC.,
an Illinois Corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

LANDLORD:

CITY OF PEKIN., an Illinois Municipal
Corporation,

By: _____

Its: Manager

ATTEST:

By: _____

Its: City Clerk

ORDINANCE NO. 1462-A257-06/07

**AN ORDINANCE AMENDING TITLE 8, CHAPTER 2, SECTION 9
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING AUTHORIZED STOP SIGNS**

WHEREAS, the Code of the City of Pekin 1995 was adopted on April 10, 1995, and duly published in book form;

WHEREAS, the City Council has determined that it is in the best interests of the City to amend the City Code regarding authorized stop signs.

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

1. That Title 8, Chapter 2, Section 9 be amended by adding the following stop signs:

<u>Control</u>	<u>On Street</u>	<u>At or From</u>	<u>Direction</u>
Stop	El Camino	Quail Hollow Road	North-South

BE IT FURTHER ORDAINED that all other parts of the Code of the City of Pekin 1995 as amended except as modified herein are hereby reaffirmed and ratified and are in full force and effect.

BE IT FURTHER ORDAINED that all Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin,

this _____ day of _____, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2006.

Mayor

ATTEST:

City Clerk



El Camino & Quail Hollow



RESOLUTION No. 163 - 06/07

PEKIN, ILLINOIS, September 11 2006 19

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:

The Final Plat Hickory Hills Estates Section Five is hereby approved.

SIGNED BY _____

MAYOR.

FINAL PLAT CHECKLIST

Subdivision (Project) Name Hickory Hills Section #5

Developer/Owner Letrout Land Trust

Developer Address _____

Developer Phone # _____

Developer Contact Person William J. Leman

Engineer/Architect Zumwalt and Associates

Preliminary Plat Approval Date (City Council) January 9, 2006

Construction Plans Approval Date March 1, 2006

[Handwritten signatures and dates: 5/25/06, 5/25/06]

Required Information – Approval Dates		City Engineer	Code Enforcement	City Council	
A. Description 10-4-6B-1					
1.	Subdivision Name	✓	OK		
2.	Legal Description	✓	OK		
3.	1"=100' Min Acceptable Scale, Date and North Arrow	✓	OK		
B. Existing Conditions 10-4-6B-2					
1.	Total Acreage of Subdivision	✓	21.146 ac.		
2.	Property Lines, Streets, & Section Lines	✓	OK		
C. General Planning Considerations 10-4-2 A thru E					
1.	Street Names, Width and Location	✓	OK		
2.	Lot, Street, Easement Dimensions and Angles	✓	OK		
3.	Survey Monument Locations and Descriptions	✓	OK		
4.	Lot Layouts, Dimensions, Setbacks	✓	OK		
5.	Section Lines and/or Corners	✓	OK		
6.	Street Jog Offsets, Name & Widths of Adjoining Streets	✓	OK		
7.	Location of all Underground Utilities	✓	NOTE		
8.	Curve Data for Streets and Radii	✓	OK		
9.	Certifications 10-4-6-C	✓	OK		
D. Final Drawings (As-Built)					
1.	Streets	✓	OK		
2.	Sewers, Storm & Sanitary	✓	OK		
3.	Water	✓	OK		

City Engineer Comments:

Once all work has been completed, we will submit for final.

Code Enforcement Comments:

Preliminary and as-builts show all utilities and the required easements.

Other Comments:

LEGAL DESCRIPTION

[illegible]

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VELDE DRIVE STREET
CONSTRUCTION AND COST SHARING AGREEMENT**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and function pertaining to its government and its affairs; and

WHEREAS, a Developer's Agreement for Velde Drive Street Construction and Cost Sharing was entered into between the parties hereto on July 10, 2006, Ordinance #2480; and

WHEREAS, the Agreement, pursuant to its terms, contained methods of payments and reimbursement, hereby amended as below; and

WHEREAS, the Agreement, pursuant to its terms, contained a Cost Share Estimate, hereby amended and attached hereto as Exhibit Two; and

WHEREAS, the Agreement, pursuant to its terms, contained a Real Estate Mortgage, hereby amended and attached hereto as Exhibit C; and

WHEREAS, the Agreement, pursuant to its terms, contained a Promissory Note hereby amended and attached hereto as Exhibit D; and

WHEREAS, the costs of the development and reimbursement have increased; and

WHEREAS, the CITY wishes to have the DEVELOPER continue in the construction and cost sharing as set forth in the Amended Agreement, and the DEVELOPER wishes to continue in the construction and cost sharing as set forth in the Amended Agreement, on the terms and conditions that follow.

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

**1. Section Article I: Construction of Velde Drive of the Velde Drive Street Construction
And Cost Sharing Developers Amended Agreement**

1.1 Scope of Velde Drive is deleted in its entirety and amended as follows:

The completion of the construction of Velde Drive and the Amended Cost Share Estimate shall be as shown on "Exhibit Two" attached hereto and incorporated herein by this reference. The construction shall include street, storm sewer, and curb and gutter, and radius returns for side streets. The Velde Drive construction shall not include any side streets.

DEVELOPER, at its sole expense, shall install sanitary sewer and private utilities for the PHASE 12 on or before October 30, 2006.

1.2 Construction Plans is amended by changing the second sentence as follows:

The construction schedule for Velde Drive shall have a final completion date of on or before October 30, 2006."

1.3 Method of Payment and Reimbursement is amended by changing payment and reimbursement amounts as follows:

- A. Total Amount of Payment. The CITY shall pay the DEVELOPER Three Hundred Three Thousand Four Hundred Eighty Three Dollars (\$303,483.00).
- B. Method of Payment. The CITY has made one payment of Ninety Five Thousand Eight Hundred Thirty Three dollars (\$95,833.00). The CITY shall further pay the DEVELOPER in two equal payments of One Hundred Three Thousand Eight Hundred Twenty Five Dollars (\$103,825.00). The first such payment, upon presentation of appropriate invoices, shall be made on October 1, 2006. The second and final payment shall be made,

upon presentation of appropriate invoices and approval by the CITY on completion of Velde Drive, on October 30, 2006.

- C. Amount of Reimbursement. DEVELOPER shall reimburse the CITY Two Hundred Five Thousand Two Hundred Ninety One Dollars (\$205,291.00) (the “DEVELOPER Reimbursement Amount”).

- D Method of Reimbursement. DEVELOPER intends to develop twenty-two (22) lots which front Velde Drive (the “Velde Drive Lots”). Until the DEVELOPER Reimbursement Amount is paid in full, on the sale of each Velde Drive Lot, DEVELOPER shall pay to the CITY the sum of Nine Thousand Three Hundred Thirty One Dollars and Forty Cents (\$9,331.40) within three business day of the closing of such sale. DEVELOPER shall execute and deliver a mortgage on the Velde Drive Lots in favor of the CITY securing DEVELOPER’s reimbursement obligations hereunder. The CITY shall release said mortgage as to each lot upon sale of each lot and reimbursement as provided herein.

2. Real Estate Mortgage

Section 3. In **SECURED DEBT**, reference to the amount owing by promissory note is amended from (\$196,931.00) to (\$205,291.00) as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions

That certain promissory note executed by Mortgagor of even date herewith, described in Exhibit B attached hereto and incorporated herein by this reference in the principal sum of \$205,291.00, payable in

accordance with the terms and conditions set forth therein, with interest at 0% per annum, and maturing on September 1, 2008.

3. Real Estate Mortgage

Section 25. **MAXIMUM OBLIGATION LIMIT** is amended from (\$196,931.00) to (\$205,291.00) as follows:

The total principal amount secured by this Security Instrument at any one time shall not exceed \$205,291.00. This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. Promissory Note

Paragraph one of the Promissory Note is amended by changing the amount owed by the holder of the Promissory Note from (\$196,931.00) to (\$205,291.00) and the payment to the City within three business days of the closing of sale of each lot from (\$8,952.00) to (\$9,331.40) as follows:

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of the City of Pekin, 111 South Capitol Street, Pekin IL 61554. or at such other place or places as the holder of this Note may from time to time designate, the principal sum of TWO HUNDRED FIVE THOUSAND TWO HUNDRED NINETY ONE and no/100 DOLLARS, payable in full on or before September 1, 2008. Until such amount is paid in full, Maker shall pay to the City of Pekin the sum of NINE THOUSAND THREE HUNDRED THIRTY ONE and 40/100 DOLLARS within three business days of the closing of sale of each and every lot described in the legal description attached hereto and made a part hereof by reference as "Exhibit A". No interest shall be charged during said period.

5. All other terms and conditions of the AMENDED AGREEMENT shall remain in full force and effect.

BE IT FURTHER ORDAINED:

SECTION I. That upon adoption of this Ordinance, the Clerk of the City of Pekin, Illinois, is hereby directed to certify and record a true and correct copy of this Ordinance and Mortgage with the Recorder of Deeds of Tazewell County, Illinois; said Mortgage being attached hereto, marked for identification as Exhibit "C" and specifically made a part hereof by reference thereto.

SECTION II. All Ordinances or portions thereof in conflict with this Ordinance are hereby repealed.

SECTION III. That this Ordinance shall be in full force and effect upon its passage, approval and publication as required by law.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this

_____ day of _____, 2006; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

AMENDMENT TO VELDE DRIVE STREET CONSTRUCTION AND COST SHARING DEVELOPER'S AGREEMENT

THIS AMENDMENT TO THE DEVELOPER'S AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2006, by and among the CITY OF PEKIN, Illinois, a municipal corporation, (hereinafter referred to as the "CITY") and HEARTLAND CONTRACTORS, INC. an Illinois Corporation (hereinafter referred to as "DEVELOPER").

RECITALS

WHEREAS, a Developer's Agreement for Velde Drive Street Construction and Cost Sharing was entered into between the parties hereto on July 10, 2006, Ordinance #2480; and

WHEREAS, the Agreement, pursuant to its terms, contained methods of payments and reimbursement, hereby amended as below; and

WHEREAS, the Agreement, pursuant to its terms, contained a Cost Share Estimate, hereby amended and attached hereto as Exhibit Two; and

WHEREAS, the Agreement, pursuant to its terms, contained a Real Estate Mortgage, hereby amended and attached hereto as Exhibit C; and

WHEREAS, the Agreement, pursuant to its terms, contained a Promissory Note hereby amended and attached hereto as Exhibit D; and

WHEREAS, the costs of the development and reimbursement have increased; and

WHEREAS, the CITY wishes to have the DEVELOPER continue in the construction and cost sharing as set forth in the Amended Agreement, and the DEVELOPER wishes to continue in the construction and cost sharing as set forth in the Amended Agreement, on the terms and conditions that follow.

NOW THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

ARTICLE I: CONSTRUCTION OF VELDE DRIVE

1.1 Scope of Velde Drive. The completion of the construction of Velde Drive and the Amended Cost Share Estimate shall be as shown on "Exhibit Two" attached hereto and

incorporated herein by this reference. The construction shall include street, storm sewer, and curb and gutter, and radius returns for side streets. The Velde Drive construction shall not include any side streets. DEVELOPER, at its sole expense, shall install sanitary sewer and private utilities for the PHASE 12 on or before October 30, 2006.

1.2 Construction Plans. Austin Engineering shall develop construction plans for Velde Drive. The construction schedule for the Velde Drive shall have a final completion date of on or before October 30, 2006. The parties acknowledge and agree that DEVELOPER is obligated to construct Velde Drive pursuant to this Agreement. In the event that cost increases cause the cost of the Velde Drive to exceed said estimate, the CITY and DEVELOPER shall mutually agree on the next course of action. In the further event the CITY and DEVELOPER are unable to reach an agreement, then the CITY shall have the option of abandoning the project, with the CITY being responsible for payment of all construction costs incurred to the point of abandonment. If the CITY abandons the project, the CITY shall leave the property disturbed by the project in a reasonable condition. The CITY shall obtain appropriate lien waivers to ensure that no mechanics liens are recorded against the property as a result of the construction as per this Agreement.

1.3 Method of Payment and Reimbursement:

- A. Total Amount of Payment. The CITY shall pay the DEVELOPER Three Hundred Three Thousand Four Hundred Eighty Three Dollars (\$303,483.00).
- B. Method of Payment. The CITY has made one payment of Ninety Five Thousand Eight Hundred Thirty Three dollars (\$95,833.00). The CITY shall further pay the DEVELOPER in two equal payments of One Hundred Three Thousand Eight Hundred Twenty Five Dollars (\$103,825.00). The first such payment, upon presentation of appropriate invoices, shall be made on October 1, 2006. The second and final payment shall be made, upon presentation of appropriate invoices and approval by the CITY on completion of Velde Drive, on October 30, 2006.
- C. Amount of Reimbursement. DEVELOPER shall reimburse the CITY Two Hundred Five Thousand Two Hundred Ninety-One Dollars (\$205,291.00) (the "DEVELOPER Reimbursement Amount").
- D. Method of Reimbursement. DEVELOPER intends to develop twenty-two (22) lots which front Velde Drive (the "Velde Drive Lots"). Until the DEVELOPER Reimbursement Amount is paid in full, on the sale of each Velde Drive Lot, DEVELOPER shall pay to the CITY the sum of Nine Thousand Three Hundred Thirty One Dollars and Forty Cents (\$9,331.40) within three business day of the closing of such sale. DEVELOPER shall execute and deliver a mortgage on the Velde Drive Lots in favor of the

CITY securing DEVELOPER's reimbursement obligations hereunder. The CITY shall release said mortgage as to each lot upon sale of each lot and reimbursement as provided herein.

Notwithstanding the foregoing, DEVELOPER shall pay the DEVELOPER Reimbursement Amount in full on or before September 1, 2008. No interest will be charged to DEVELOPER during said period.

1.4 Plats. Within 30 days of the date of DEVELOPER's execution of this Agreement, DEVELOPER shall submit to the CITY a preliminary plat which includes the Velde Drive Portion. Within 30 days of the CITY'S approval of the preliminary plat, DEVELOPER shall submit to the CITY a final plat. All such plats shall provide for the dedication of Velde Drive to the CITY.

ARTICLE II: CONSTRUCTION PLANS AND REQUIREMENTS

All contracts with the Developer's contractors (the "Contractors") for the construction and completion of Velde Drive shall contain the following provisions, unless waived by the CITY:

2.1 Conformance with Development Plan. All work with respect to construction and completion of Velde Drive by the Developers shall be in conformity with this Agreement.

2.2 Commencement and Completion Requirements. The Contractors shall commence and complete construction of Velde Drive as provided in the construction schedule developed by the CITY.

2.3 Certificate of Completion. Promptly after completion of construction of Velde Drive, and upon request of the Developers and/or the Contractors, the CITY will execute and deliver to the Developer and/or the Contractors a certificate of completion. Said instrument of certification by the CITY shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction with respect to the obligations of each Developer and/or the Contractors and their respective successors and assigns that the construction of Velde Drive has been completed in accordance with the provisions of this Agreement.

2.4 Conformance to Federal, State and Local Requirements. All work with respect to the construction and completion of Velde Drive shall conform to the CITY'S zoning code, building code and all applicable federal, state and local laws, regulations and ordinances including, but not limited to, environmental codes, life safety codes and prevailing wage laws.

2.5 Equal Employment Opportunity. The Contractors will abide by the following with respect to the construction of the Public Improvements.

2.5.1 Non-Discrimination. The Contractors will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. The Contractors will take affirmative action to insure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

2.5.2 Advertising. The Contractors will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

2.6 Insurance.

2.6.1 Liability Insurance Prior to Completion. Prior to commencement of construction of Velde Drive, the Contractors shall each procure and deliver to the CITY, at the Developer's or such contractors' cost and expense, and shall maintain in full force and effect until each and every obligation of Developer and the Contractors contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, contractor's liability insurance, structural work act insurance and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than One Million Dollars (\$1,000,000) each occurrence and Five Million Dollars (\$5,000,000) total, all such policies to be in such form and issued by such companies as shall be acceptable by CITY to protect CITY and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Public Improvements or the improvements or the construction and improvement thereof. Each such policy shall name the CITY as a coinsured and shall contain an affirmative statement by the issuer that it will give written notice to the CITY at least thirty (30) days prior to any cancellation or amendment of its policy.

2.6.2 Completion of Construction. Upon issuance of the Certificate of Completion as set forth in Section 2.3 hereof, the insurance obligations set forth in this Section 2.6 shall terminate.

2.7 Lien Waivers. All contracts for construction of Velde Drive shall provide that all contractors and subcontractors shall furnish contractor's affidavits in the form provided by state statute and that waiver of liens be required for all payments made.

2.8 Rights of Inspection: Agency. During construction of Velde Drive and PHASE 12, the CITY or its designee shall have the right at any time and from time to time to enter upon the construction site for the purposes of inspection. Such inspection by the CITY of the construction shall not be construed as a representation by the CITY that there has been compliance with the construction plans or that the construction itself will be or is free of faulty materials or workmanship, or a waiver of any right, the CITY or any other party may have

against the Developer or any other party for noncompliance with the construction plans or the terms of this Amended Agreement.

2.9 CITY as Third Party Beneficiary. All contracts for construction shall provide that the CITY is an intended third party beneficiary of said contract.

ARTICLE III: REPRESENTATIONS OF THE DEVELOPERS

The Developer, represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

3.1 Organization. DEVELOPER is a corporation duly organized and existing under the laws of the State of Illinois and has been duly qualified to transact business in Illinois.

3.2 Authorization. The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform, this Amended Agreement.

3.3 Non-Conflict or Breach. Neither the execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Amended Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, Amended Agreement or instrument to which the Developer is now a party or by which the Developer is bound.

3.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the construction and development of the Project on the Project Site.

3.5 Conformance with Requirements and Regulations. The Developer represents and warrants that the construction of Velde Drive and PHASE 12 will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the construction area.

ARTICLE IV: REPRESENTATIONS OF THE CITY

The CITY represents, warrants and agrees as a basis for the undertakings on its part contained herein that:

4.1 Organization and Authorization. The CITY is a municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter into and by proper action has been duly authorized to execute, deliver and perform this Amended Agreement.

4.2 Non-Conflict or Breach. Neither the execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Amended Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the CITY is now a party or by which the CITY is bound.

4.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the CITY to perform this Amended Agreement.

ARTICLE V: DEVELOPER INDEMNIFICATION OF CITY

5.1 By DEVELOPER. DEVELOPER agrees to indemnify and save the CITY and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from any breach or default on the part of DEVELOPER in performance of any its obligations under or respect of this Amended Agreement. DEVELOPER agrees to indemnify and save the CITY harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against DEVELOPER, upon receipt of notice in writing from the CITY setting forth the particulars of such claim or action, DEVELOPER shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The CITY shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the CITY. Notwithstanding the foregoing provisions of this paragraph, DEVELOPER shall have no responsibility for the acts or omissions of the CITY.

ARTICLE VI: DEFAULT AND REMEDIES

6.1 Events of Default. The following shall be events of default ("Events of Default") with respect to this Amended Agreement:

(a) If any material representation made by DEVELOPER or CITY in this Amended Agreement, or in any certificate, notice, demand or request made by DEVELOPER or CITY, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

(b) Breach by DEVELOPER or CITY of any material covenant, warranty or obligation set forth in this Amended Agreement.

6.2 Remedies of Default. In the case of an Event of Default by any party hereto or any successors to the defaulting party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within sixty (60) days after receipt of such notice. If, in such case action is not taken, or not diligently pursued, or the Event of Default shall not be cured or remedied within a reasonable time, the aggrieved party

may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

In case the CITY or Developer shall have proceeded to enforce its rights under this Amended Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the party initiating such proceedings, then and in every such case the Developer and the CITY shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the DEVELOPER and the CITY shall continue as though no such proceedings had been taken.

6.3 Other Rights and Remedies of CITY and Developer: Delay in Performance Waiver.

6.3.1 No Waiver by Delay. Any delay by the CITY or the DEVELOPER in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Amended Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the CITY or DEVELOPER should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Amended Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the CITY or DEVELOPER with respect to any specific Event of Default by the DEVELOPER or CITY under this Amended Agreement be considered or treated as a waiver of the rights of the CITY or DEVELOPER under this Section or with respect to any Event of Default under any section in this Amended Agreement or with respect to the particular Event of Default, except to the extent specifically waived in writing by the CITY or DEVELOPER.

6.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Amended Agreement (or their successors in interest) whether provided by law or by this Amended Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by any such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Amended Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of another party.

6.3.3 Delay in Performance. For the purposes of any of the provisions of this Amended Agreement, neither the CITY, nor the DEVELOPERS, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the preparation of the Project Site for Development, or the beginning and completion of construction of the Public Improvements, or progress in respect thereto, in

the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the CITY or DEVELOPER with respect to the acquisition or construction of the Public Improvements shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed to in writing by the parties hereto.

ARTICLE VII: EQUAL EMPLOYMENT OPPORTUNITY

The DEVELOPER, for itself and its successors and assigns, agrees that in connection with the Public Improvements provided for in this Amended Agreement that the following will apply:

7.1 Non-Discrimination. The DEVELOPER will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The DEVELOPER will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or natural origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The DEVELOPER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

7.2 Advertising. The DEVELOPER will, in all solicitations or advertisements for employees placed by or on behalf of the DEVELOPER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

ARTICLE VIII: MISCELLANEOUS

8.1 Authorized Representatives.

8.1.1 DEVELOPER. By complying with the notice provisions hereof, the DEVELOPER shall designate an authorized representative from time to time, who, unless applicable law requires action by the Board of Directors of the DEVELOPER, shall have the power and authority to make or grant or do all things, requests, demands,

approvals, consents and other actions required or described in this Amended Agreement for and on behalf of the DEVELOPER.

8.1.2 CITY. By complying with the notice provisions hereof, the CITY shall designate an authorized representative from time to time, who shall communicate with the DEVELOPER on behalf of the CITY. Such representative shall not have the authority to make additional agreements on behalf of the CITY.

8.2 Entire Amended Agreement. The terms and conditions set forth in this Amended Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire Amended Agreement between the CITY and DEVELOPER.

8.3 Binding Upon Successors in Interest. This Amended Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

8.4 Titles of Paragraphs. Titles of the several parts, paragraphs, sections or articles of this Amended Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provision hereof.

8.5 Notices. Notices of demands hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the CITY Clerk, CITY Hall, 111 South Capitol Street, Pekin, Illinois 61554, or to DEVELOPER at 13963 N. 1000 East Road, Bloomington IL 61704 , or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

8.6 Severability. If any provision of this Amended Agreement is held to be invalid, the remainder of this Amended Agreement shall not be affected thereby.

8.7 Memorandum of Amended Agreement. At the option of the DEVELOPER, the parties shall execute and record the Memorandum of Amended Agreement in a form mutually acceptable to the CITY and DEVELOPER.

8.8 Further Assistance and Corrective Instruments. The CITY and the DEVELOPER agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Amended Agreement.

8.9 Excuse of Performance. In the event that the DEVELOPER shall be delayed or hindered in or prevented from the performance of any act required under this Amended Agreement by reason of any occurrence beyond the control of the CITY, including without limitation, strikes, lockouts, labor troubles, inability to procure materials, adverse weather conditions, fires, floods, epidemics, embargoes, failure of power or other utility, restrictive governmental laws or regulations, zoning issues, riots, civil disturbances, picketing,

demonstrations, insurrection, war, acts of God, acts or refusals to act of federal, state, or local governments, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The DEVELOPER shall give written notice to the CITY of any such delay as soon as reasonably possible after the DEVELOPER becomes aware of such delay.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF PEKIN, an Illinois
Municipal Corporation

HEARTLAND CONTRACTORS, INC., an Illinois
Corporation

By: _____
Its:

By: _____
Its: President

ATTEST:

City Clerk

AMENDMENT TO PROMISSORY NOTE

\$205,291.00

July 10, 2006

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of the City of Pekin, 111 South Capitol Street, Pekin IL 61554. or at such other place or places as the holder of this Note may from time to time designate, the principal sum of TWO HUNDRED FIVE THOUSAND TWO HUNDRED NINETY ONE and no/100 DOLLARS, payable in full on or before September 1, 2008. Until such amount is paid in full, Maker shall pay to the City of Pekin the sum of NINE THOUSAND THREE HUNDRED THIRTY ONE and 40/100 DOLLARS within three business days of the closing of sale of each and every lot described in the legal description attached hereto and made a part hereof by reference as "Exhibit A". No interest shall be charged during said period.

The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter.

Upon any default in any payment to be made herein, the entire balance then due may, at the option of the holder hereof, become immediately due and payable without notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 7% per annum while such default exists.

To further secure the payment of this Note, the undersigned hereby irrevocably authorizes any attorney of any court of record to appear for it, in such court in term time or vacation, at any time hereafter and confess a judgment without process against it, in favor of the holder of this Note for such sum as may appear to be unpaid and owing thereon together with interest, costs and attorneys' fees, and to waive and release all errors which may intervene in such proceeding and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.

No extension of the time of payment with or without Maker's knowledge, by receipt of interest or otherwise, shall release the undersigned from the obligation of payment. The undersigned expressly waives protest, presentment for payment and notice of dishonor, and agrees to pay a reasonable attorneys' fee if this Note is placed in the hands of an attorney for collection.

HEARTLAND CONTRACTORS, INC., an
Illinois Corporation,

By _____
Its: President

ATTEST:

Its:

EXHIBIT A

A part of the Northwest Quarter of Section Twenty-five (25), Township Twenty-five (25) North, Range Five (5) West of the Third Principal Meridian, more particularly described as follows:

6.852 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety-four (194) of Marigold Estates Phase Eleven (11), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 138 in the Tazewell County Recorder's Office; Thence North $89^{\circ} 53' 22''$ East, (bearing assumed for purpose of description only), 786.25 feet to the West line of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", page 137 in the Tazewell County Recorder's Office; Thence South $00^{\circ} 20' 52''$ West, along the West line of said Marigold Estates, Phase Ten (10), 201.89 feet; Thence South $09^{\circ} 16' 40''$ West, along said West line 70.00 feet; Thence South $80^{\circ} 43' 20''$ East, along said West line 17.47 feet; Thence South $00^{\circ} 17' 03''$ East along said West line, 125.78 feet to the North line of Marigold Estates, Phase five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Seven (157) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 53' 22''$ West, along said North line and along the North line of Marigold Estates, Phase Six (6), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-Nine (159) in the Tazewell County Recorder's Office, 340.83 feet to the Northeast corner of Marigold Estates, Phase Eight (8), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "QQ", page Eighty-five (85) in the Tazewell County Recorder's Office; Thence North $68^{\circ} 51' 36''$ West, along the North line of said Marigold Estates, Phase Eight (8), 96.57 feet; Thence South $89^{\circ} 53' 22''$ West, along said North line, 354.86 feet to the East line of said Marigold Estates, Phase Eleven (11); The following four (4) courses are along said West line; Thence North $00^{\circ} 06' 39''$ East, 144.12 feet; Thence North $06^{\circ} 25' 16''$ East, 70.00 feet; Thence Westerly, on a curve to the right having a radius of 565.00 feet for an arc distance of 13.22 feet, said curve being subtended by a chord having a bearing of North $82^{\circ} 54' 32''$ West and a length of 13.22 feet; Thence North $00^{\circ} 06' 39''$ East, 149.25 feet to the Point of Beginning, said tract containing 6.852 acres, more or less.

ALSO:

2.922 Acre Tract:

Beginning at the Northeast corner of Lot One Hundred Ninety (190) of Marigold Estates, Phase Ten (10), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "BBB", Page One Hundred Thirty-seven (137) in the Tazewell County Recorder's Office; Thence South $89^{\circ} 39' 08''$ East (bearing assumed for description only), 313.10 feet; Thence

South 00° 20' 52" West, 103.73 feet; Thence South 89° 55' 13" East 213.47 feet; Thence South 00° 01' 16" West, along the West Right of Way line of Lick Creek Drive and said line extended, 70.00 feet; Thence North 89° 55' 13" West, 315.61 feet; Thence South 00° 04' 47" West, 284.60 feet to the Northeast corner of Lot One Hundred and Four (104) of Marigold Estates, Phase Five (5), a Subdivision of part of the Northwest Quarter of said Section Twenty-five (25), as recorded in Plat Book "NN", Page One Hundred Fifty-seven (157) in the Tazewell County Recorder's Office; Thence South 89° 42' 57" West, along the boundary of said Marigold Estates, Phase Five (5), 202.93 feet; Thence North 00° 17' 03" West, along said boundary and along the East line of said Marigold Estates, Phase Ten (10), 355.89 feet; Thence South 89° 39' 54" West, along said East line 5.85 feet; Thence North 00° 20' 52" East, along said East line, 105.24 feet to the Point of Beginning said Tract containing 2.922 Acres, more or less.

PIN # 04-04-25-100-020

This document was prepared by:
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61554

When recorded, please return to:
Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth Street
Pekin, IL 61554

Send Tax Notices To:
Heartland Contractors Inc.
13963 N 1000 East Rd
Bloomington, IL 61704

____ State of Illinois _____ Space Above This Line For Recording Data _____

AMENDMENT TO REAL ESTATE MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is _____, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:	Heartland Contractors, Inc., an Illinois Corporation 13963 N 1000 East Rd Bloomington IL 61704
LENDER :	City of Pekin, an Illinois Municipal Corporation 111 South Capitol Pekin IL 61554

2. **GRANT OF MORTGAGE.** For good and valuable consideration, Mortgagor mortgages, warrants, and conveys to Lender all of Mortgagor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Property") located in Tazewell County, State of Illinois, without limitation grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

That property described in Exhibit A attached hereto and incorporated herein by this reference.

The Property or its address is commonly known as 6.852 acre tract and 2.922 acre tract of Marigold Subdivision, Pekin, IL.

Mortgagor presently assigns to Lender all of Mortgagor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Mortgagor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

3. **SECURED DEBT.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions
That certain promissory note executed by Mortgagor of even date herewith, described in

Exhibit B attached hereto and incorporated herein by this reference in the principal sum of \$205,291.00, payable in accordance with the terms and conditions set forth therein, with interest at 0% per annum, and maturing on September 1, 2008.

- B. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
 - A. There is a change in either the identity or number of members of a partnership or similar entity.
 - B. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 9. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:

- A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without the Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

- 12. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").

- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

In the event any item listed as Leases or Rents is determined to be personal property, this Security Instrument will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one lease period's rent, Mortgagor will not collect in advance any future Rents without Lender's prior written consent. Upon default, Mortgagor will receive Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing, protecting and preserving the Property and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents. If Mortgagor becomes subject to a voluntary or involuntary bankruptcy, Mortgagor agrees that Lender is entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this assignment effective and enforceable under state and federal law.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. If Lender acts to manage, protect and preserve the Property, Lender does not assume or become liable for its maintenance, depreciation, or other losses or damages, except those due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will hold Lender harmless and indemnify for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

- 13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. **DEFAULT.** Mortgagor will be in default if any of the following occur:
 - A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;

- C. The making or franchising of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION FEES.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Lender agrees to pay for any recordation costs of such release.

17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or

potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- F. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without

limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.

- J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss of fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at the Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liabilities insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
24. **WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby releases any and all waives and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, redemption, reinstatement, appraisalment, the marshaling of liens and assets and all other exemptions as to the Property.
25. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$205,291.00. This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
26. **U.C.C. PROVISIONS.** If checked, the following applicable to, but do not limit, this Security Instrument:
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents; Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and

Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").

- ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☐ **Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

Mortgagor:

HEARTLAND CONTRACTORS INC

By: _____
Michael S. Hadden, President of Heartland Contractors Inc

ACKNOWLEDGMENT:

STATE OF _____)
) s.s.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That Michael S. Hadden, personally known to me to be the President of Heartland Contractors Inc. and personally know to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as the free and voluntary act of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, 2006.

Notary Public

EXHIBIT “A”

Marigold Estates - Phase Twelve
Payment Shares - revised
Pekin, Illinois

EXHIBIT 2

Item	Quantity	Unit Cost	Total	Total City of Pekin Share		
				Quantity	Unit Cost	Total
Earth Excavation	1 LSUM	\$14,010.00	\$14,010.00	3736 CY	\$3.75	\$14,010.00
* Sub-Base Repair (Estimated)	858 SY	\$10.00	\$8,580.00	635 CY	\$10.00	\$6,350.00
Aggregate Base Course, Type B, 8"	2844 SY	\$7.50	\$21,330.00	640 SY	\$7.50	\$4,800.00
Aggregate Base Course, Type B, 10"	5731 SY	\$9.50	\$54,444.50	5731 SY	\$9.50	\$54,444.50
Bituminous Materials (Prime Coat)	8575 SY	\$0.88	\$7,546.00	6371 SY	\$0.88	\$5,606.48
Bituminous Materials (Tack Coat)	8575 SY	\$0.30	\$2,572.50	6371 SY	\$0.30	\$1,911.30
Bit. Conc. Surface Cse., Superpave, Mix D, N50, 1 1/2"	2844 SY	\$5.51	\$15,670.44	640 SY	\$5.51	\$3,526.40
Bit. Conc. Binder Cse., Superpave, N50, 1 1/2"	2844 SY	\$5.27	\$14,987.88	640 SY	\$5.27	\$3,372.80
Bit. Conc. Surface Cse., Superpave, Mix D, N50, 2"	5731 SY	\$7.36	\$42,180.16	5731 SY	\$7.36	\$42,180.16
Bit. Conc. Binder Cse., Superpave, N50, 4" (2 Lifts)	5731 SY	\$14.10	\$80,807.10	5731 SY	\$14.10	\$80,807.10
Comb. Conc. Curb & Gutter, Ty. M-6.12	4019 LF	\$11.75	\$47,223.25	2774 LF	\$11.75	\$32,594.50
Precast Conc. Reinf. Flared End Section, 24"	1 EA	\$1,100.00	\$1,100.00	1 EA	\$425.00	\$425.00
Storm Sewers, Rosp. Cl. 3, 12"	249 LF	\$27.50	\$6,847.50	249 LF	\$27.50	\$6,847.50
Storm Sewers, Rosp. Cl. 3, 18"	165 LF	\$34.50	\$5,692.50	165 LF	\$32.00	\$5,280.00
Storm Sewers, Rosp. Cl. 3, 24"	310 LF	\$39.50	\$12,245.00	310 LF	\$39.50	\$12,245.00
Trench Backfill (Storm Sewers)	776 LF	\$8.25	\$6,402.00	776 LF	\$7.00	\$5,432.00
Inlet, Type G-1	4 EA	\$1,450.00	\$5,800.00	5 EA	\$1,450.00	\$7,250.00
Inlet, Manhole, 4' Dia.	5 EA	\$1,800.00	\$9,000.00	3 EA	\$1,800.00	\$5,400.00
Inlet Manhole, 5' Dia.	1 EA	\$2,600.00	\$2,600.00	1 EA	\$2,600.00	\$2,600.00
Water Mains, D.I., Pr. Cl. 350, 8"	840 LF	\$29.50	\$24,780.00			
Water Mains, D.I., Pr. Cl. 350, 12"	765 LF	\$31.90	\$24,403.50			
Water Main Encasement, PVC, Cl. 150, 14"	25 LF		\$0.00			
Trench Backfill (Water Mains)	135 LF	\$7.50	\$1,012.50			
Tapping Sleeve & Valve, 12" x 8"	3 EA	\$2,750.00	\$8,250.00			
Push-On Gate Valve, 6"	3 EA	\$642.00	\$1,926.00			
Push-On Gate Valve, 8"	1 EA		\$0.00			
Push-On Tee, 8" x 6"	3 EA	\$537.00	\$1,611.00			
Push-On Tee, 12" x 6"	1 EA	\$737.00	\$737.00			
Push-On 90 Degree Elbow, 6"	4 EA	\$357.00	\$1,428.00			
MJ Plug, 8"	2 EA	\$200.00	\$400.00			
Maseller Hydrants, 6" (IAWC Std.)	4 EA	\$1,600.00	\$6,400.00			
2" Blowoff	1 EA	\$700.00	\$700.00			
Permanent Seeding, Fertilizing, & Mulching	1.6 AC	\$1,400.00	\$2,240.00			
Temporary Seeding	1 LB	\$1,200.00	\$1,200.00			
Silt Fence	370 LF	\$6.50	\$2,405.00			
Inlet Protection, Typ. (Pre-Pavement)	12 EA	\$250.00	\$3,000.00			
Dandy Bag II W/True Dam Inlet Protection (Post Pavement)	12 EA	\$450.00	\$5,400.00			
Stone Riprap, Cl. A3	25 SY	\$34.00	\$850.00			
Traffic Control & Protection	1 LSUM	\$100.00	\$100.00			
Furnish & Install Street Name Sign Unit	1 EA	\$450.00	\$450.00			
Furnish & Install Stop Sign, Ty HI-RI-I W/Telescoping Post	1 EA	\$450.00	\$450.00			
Re-grading After Utility Installation	2774 LF	\$0.90	\$2,496.60			
Utility Conduits, PVC, Sch. 40, 4" (Furn. & Install.), Est.	100 LF	\$8.00	\$800.00	100 LF	\$8.00	\$800.00
Street Light Unit, Complete	2 EA		\$0.00	2 EA	\$3,800.00	\$7,600.00
San swr SDR 26, 6"	579 LF	\$24.00	\$13,896.00			
San swr PVC SDR 26, 8" & 12"	635 LF	\$31.00	\$19,685.00			
San MH TYB, 4' DIA	3 EA	\$2,300.00	\$6,900.00			
San term/caps PVC SDR 26, 6"	12 EA	\$95.00	\$1,140.00			
TB san swr MethA 90%	75 LF	\$5.00	\$375.00			
TB san swr MethB 95%	1139 LF	\$8.25	\$9,396.75			
San swr 8" 12-16' deep	414	\$37.50	\$15,525.00			
San swr 8" 8-12' deep	125	\$26.00	\$3,250.00			
San swr 10" 8-12' deep	10	\$42.50	\$425.00			
San swr 6" LATT	754	\$24.00	\$18,096.00			
TB san swr granular	1297	\$8.25	\$10,700.25			
San MH 12-16' deep	2	\$2,400.00	\$4,800.00			
San MH 8-12' deep	1	\$2,100.00	\$2,100.00			
Stub out 8" PVC @ MH 7-8-9	104	\$37.50	\$3,900.00			
Push on Gate Valve, 8"	1	\$850.00	\$850.00			
Total Construction				\$561,117.43		
				Total Pekin Share		
				\$303,482.74		



MEMO

August 31, 2006

To: Mayor and Commissioners

From: Emily Lambe and Denny Kief

Re: Tourism Grants

Per our recommendation several months ago, Tourism Grants are being awarded after the event occurs, upon receipt of an event close out report, which gives us additional information such as the total income and expenses of the event, the attendance, and the number of Pekin hotel rooms used during the event. The exception to this could be that the organization needs the money upfront to 'bid' for a possible event to come to Pekin. Grants are limited to 1/3 of the total expenses, up to \$5000.

The Dragon's Dome had six events that have occurred this summer for which they've submitted the appropriate reports and information for their event close out reports. They are now applying for the Tourism Grants for each of these events. Below is a brief summary of the event, the income and expense of the event, as well as the attendance and local hotel room use. Denny and I have also made our recommendation for each grant, however, as the Council, you will have the final vote on each item at the Sept. 11 Council Meeting.

#1: Cheer America State Championship on May 21, 2006. Total expenses for this event were \$4,145.00 and total income was \$1,900.00. This event brought 625 visitors to Pekin, and used a total of 100 room nights at Pekin hotels. The Dome requested a grant for \$1300, which is 1/3 of their total expenses. Denny and I recommend this grant.

#2: ASA Fastpitch Softball Tournament on June 2-4, 2006. Total expenses for this event were \$6,694.00 and total income was \$6,200.00. This event brought 504 visitors to Pekin, and used a total of 356 hotel rooms. The Dome requested a grant for \$2,300.00. If this grant were awarded, it would exceed their expenses, thus giving them a profit. Therefore, Denny and I recommend this grant for \$494 to cover their expenses.

#3: ASA Fastpitch Softball Tournament on June 9-11, 2006. Total expenses for this event were \$4,262.00 and total income was \$7,211.00. This event brought 564 visitors and 179 reported room

nights (possibly more at Super 8 and Econolodge, but they cannot give their numbers). The Dome requested a grant for \$1400.00, which is 1/3 of their total expenses. However, since this event proved to turn over a profit, Denny and I do not recommend awarding this grant.

#5: Firecracker Softball Tournament on July 6-9, 2006. Total expenses for this event were \$23,737.98, and total income was 17,000.00. This event brought 2,500 visitors to Pekin, and used a total of 435 room nights. The Dome requested a grant for \$6200.00. The Visitor's Bureau does not award grants above \$5,000, thus Denny and I recommend a grant of \$5,000 to help cover expenses.

#6: 2006 Women's Open Fast Pitch Championship Softball Tournament on July 17-19, 2006. Total expenses for this event were \$4,938.00 and total income was \$4,110.00. This event brought 1,188 visitors to Pekin, and used a total of 235 hotel rooms (Super 8 and Econolodge are unable to give their numbers). The Dome requested a grant for \$1580.00. If this grant were awarded, it would exceed their expenses, thus giving them a profit. Therefore, Denny and I recommend a grant of \$828 to help cover their expenses.

#7: Class B Girls State Softball Tournament on July 13-16, 2006. Total expenses for this event were \$10,993.00 and total income was \$13,500.00. This event brought 1,004 visitors to Pekin, and used a total of 260 hotel rooms. The Dome requested a grant of \$3,500.00. This event has already turned a profit of \$2,507. If this grant were awarded, it would be additional income. Thus, Denny and I do not recommend this grant.

In making these recommendations, we have been guided by the following principles:

- 1.0 The City will not make grants in support of events that make a profit.
- 2.0 No grant shall exceed \$5,000 or one-third of gross expenses, whichever is less (see also 3.0).
- 3.0 No grant shall be made under 2.0 which would result in an event making a profit.

[NOTE: Make sure the above are true and clear--they're just my off-the-cuff guidelines]

We are currently preparing a formal statement of guidelines and procedures for administering tourism grants. They should be ready for Council consideration by the end of October



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome_____

Contact Person: Cindy Galyean_____

Address: 3401 Griffin Ave _____

City, State, Zip: Pekin, Ill 61554_____

Phone: 346-4123 _____ Email cgalyean@dragonsdome.com _____

Date(s) of Event: July 6- 9, 2006_____ Date Report Due: _____

Amount of Grant Requested: \$6200.00 (call exceed \$5000)
(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (attach list of expenses): \$23,737.98_____

Total Income from Event (attach list of revenues): \$17,000.00_____

Actual Attendance: 2500 Visitors_____

Number of hotel rooms used (specify hotel): Holiday Inn 210 room nights _____

Concorde Inn 225 room nights _____

Potential Future Business? (please describe): _____

To be completed by Visitor's Bureau_____

Economic Impact:

Number of People: 2500 multiply by \$89 per day = \$ 222,500

Number of Nights: 435 multiply by (room rate) = \$ 28,275

Total Economic Impact: \$ _____



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome

Contact Person: Cindy Galyean _____

Address: 3401 Griffin Avenue _____

City, State, Zip: Pekin, Ill. 61554 _____

Phone: 346-4123 _____ Email: cgalyean@dragonsdome.com _____

Date(s) of Event: June 9-11, 2006 _____ Date Report Due: _____

Amount of Grant Requested: \$1400.00 _____

(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (*attach list of expenses*): \$4,262.00 _____

Total Income from Event (*attach list of revenues*): \$7,211.00 _____

Actual Attendance: 22 Teams/ 264 athletes + parents and grandparents 564 visitors _____

Number of hotel rooms used (specify hotel): Holiday Inn 54 room nights Concorde 125 room nights

Econo Lodge and Super 8 cannot give their numbers

Potential Future Business? (please describe): Tournaments to be held all winter _____

To be completed by Visitor's Bureau _____

Economic Impact:

Number of People: 564 multiply by \$89 per day = \$ 50,196

Number of Nights: 179 multiply by (room rate) = \$ 11,635

Total Economic Impact: \$ _____

			Dragons Dome	
			ASA Tournament	
			June 9-11, 2006	
INCOME				
	Registration		\$5,500.00	(22 teams @\$250.)
	Gate		\$1,711.00	
		Total	\$7,211.00	
EXPENSE				
	Umpire Fees		\$2,300.00	
	Softballs		\$220.00	
	Awards		\$210.00	
	ASA Insurance		\$250.00	
	Field Maint		\$450.00	
	Lights		\$832.00	
		Total	\$4,262.00	



Grant Application

Please select the grant for which you are applying:

- ☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- ☐ Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name: Dragons Dome

Contact Person: Cindy Galyean

Address: 3401 Griffin Ave

Phone: 346-4123 Fax: 346-4124 Email: cglyean@dragonsdome.com

Is the organization certified not-for-profit: No

Event Description:

Event Name: ASA Fastpitch Tournament

Description: Softball Tournament

Location: Dragons Dome Softball Fields

*Date: 6/9-6/11/2006 Start Time: 8:00am End Time: 9:00pm

Food and beverages available: yes

Do you have an authorized liquor license? yes

Describe the alternate plan if inclement weather occurs: Inside Dome

Event Attendance:

Number of attendees: 300+ Number of guests staying in Pekin Hotels: 300+

Number of Hotel Rooms blocked: 100 Distance guests will travel (in miles): 300+

Describe how this event will bring visitors to Pekin: Tournament play - teams
must stay 2 nights

Describe any 'spin off' local events from overnight guests: _____

Event History:

Number of years this event has been held: N/A

Number of attendees last year: _____ Number of guests staying in Pekin Hotels last year: _____

List the profit or loss for last year's event: _____

Publicity:

What methods will this event be publicized (attach a marketing plan if available): ASA National

Website

Please check what kind of media coverage you expect to attract:

☒ Local

☐ Regional

☒ State

☐ National

☐ International

Budget:

Total amount requested from the Pekin Visitor's Bureau: \$ 1400.00
(For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less. For Pekin nonprofit groups planning a community event, amount is not to exceed \$500.00)

Please specify the use of funds being requested: See budget

Please attach a copy of your detailed budget, listing all expenses and other revenue sources, and a copy of your proof of matching funds.

Submitted by: _____ Date: _____

For Office Staff:

☐ Grant approved in the amount of: _____
(list amount and date approved)

☐ Grant Denied: _____
(list date denied)

Signed by: _____ Date: _____

Pekin Visitor's Bureau Commission Comments: _____

Distribute to: ☐ City Clerk ☐ Police Chief ☐ Fire Chief ☐ Accounting

			Dragon's Dome Budget	
			ASA Tournament	
			June 9 - 11, 2006	
Umpire Fees	\$2,250.00	(45 games @\$50.00)		
Softball Expense	\$220.00	(5dozen @\$44.00)		
Team Awards	\$300.00			
ASA Insurance Fee	\$250.00			
Lights	\$832.00	(16 hours @ \$52.00 per hour)		
Field Maintenance	\$450.00	\$150.00 per day)		
	Total	\$4,302.00		
***Girls Fast Pitch Tournament = 21 - 25 Teams				
Economic Impact = \$84,000.00				



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome _____

Contact Person: Cindy Galyean _____

Address: 3401 Griffin Ave _____

City, State, Zip: Pekin, Ill 61554 _____

Phone: 346-4123 _____ Email cgalysan@dragonsdome.com _____

Date(s) of Event: July 13-16, 2006 _____ Date Report Due: _____

Amount of Grant Requested: \$\$\$3500.00 _____

(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (*attach list of expenses*): \$10,993.00 _____

Total Income from Event (*attach list of revenues*): \$13,500.00 _____

Actual Attendance: 42 Teams/504 athletes + parents and grandparents 1004 visitors _____

Number of hotel rooms used (specify hotel): Holiday Inn 110 room nights Concorde 150 room nights _____

Potential Future Business? (please describe): Tournaments to be held on winter _____

To be completed by Visitor's Bureau-----

Economic Impact:

Number of People: 1004 multiply by \$89 per day = \$ 89,356

Number of Nights: 260 multiply by (room rate) = \$ 16,900

Total Economic Impact: \$ _____

		Dragons Dome		
		Class B State Tournament		
		July 13-16, 2007		
INCOME				
	Registrations	\$10,500.00	(42 teams @\$250)	
	Gate	\$3,000.00		
	Total	\$13,500.00		
EXPENSE				
	ASA Bid	\$3,000.00		
	Umpire Fees	\$3,300.00		
	Labor	\$1,800.00		
	ASA Insurance	\$200.00		
	Tourn Director	\$255.00		
	Softballs	\$440.00		
	Awards	\$300.00		
	Lights	\$1,248.00		
	Field Maint	\$450.00		
	Total	\$10,993.00		



Grant Application

Please select the grant for which you are applying:

- ☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- ☐ Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name: Dragons Dome

Contact Person: Cindy Colyear

Address: 3401 Griffin Ave. Pekin

Phone: 346-4123 Fax: 346-4124 Email: _____

Is the organization certified not-for-profit: No

Event Description:

Event Name: 18u Class B Girls State Tournament

Description: ASA Fast Pitch

Location: Dragons Dome Softball Fields

Date: 7/13-16 Start Time: 8:00am End Time: 10:00 pm

Food and beverages available: yes

Do you have an authorized liquor license? yes

Describe the alternate plan if inclement weather occurs: Inside the Dome

Event Attendance:

Number of attendees: 700+ Number of guests staying in Pekin Hotels: 300+

Number of Hotel Rooms blocked: 200 Distance guests will travel (in miles): 300+

Describe how this event will bring visitors to Pekin: Tournament play for all girls 18 and under

Describe any 'spin off' local events from overnight guests: _____

			Dragon's Dome Budget	
			Class B State Tournament	
			July 13 - 16, 2006	
Tournament Director	\$255.00			
Umpire Fees	\$3,000.00	(60 games @\$50.00		
Softball Expense	\$440.00	(10 doz @ \$44.00)		
Team Awards	\$350.00			
Lights	\$1,248.00	(24 hours @ \$52.00		
Field Maintenance	\$450.00	(\$150.00 per day)		
ASA Insurance Fee	\$200.00			
Bid Fee	\$5,000.00			
Total	\$10,943.00			
*** Girls Fast Pitch Tournament 40 - 50 Teams				
Economic Impact	\$500,000.00			



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome_____

Contact Person: Cindy Galyean_____

Address: 3401 Griffin Ave _____

City, State, Zip: Pekin, Ill 61554_____

Phone: 346-4123 _____ Email cgalyean@dragonsdome.com _____

Date(s) of Event: May 21 2006_____ Date Report Due: _____

Amount of Grant Requested: \$1300.00_____

(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (*attach list of expenses*): \$4,145.00_____

Total Income from Event (*attach list of revenues*): \$1,900.00_____

Actual Attendance: 625 visitors_____

Number of hotel rooms used (specify hotel): Holiday Inn 45 room nights Concorde 55 room nights_____

Potential Future Business? (please describe): Event could be held each year, group needs help from local grant programs to pay for rental space _____

To be completed by Visitor's Bureau-----

Economic Impact:

Number of People: 625 multiply by \$89 per day = \$ 55,625

Number of Nights: 100 multiply by (room rate) = \$ 6,500

		Dragons Dome	
		Cheer American	
		21-May-06	
INCOME			
	Dome Rental		\$1,900.00
	Total		\$1,900.00
EXPENSE			
	Labor		\$500.00
	Bid Fee		\$500.00
	Utilities		\$1,800.00
	Security		\$320.00
	Admin Costs		\$400.00
	Chair Rental		\$625.00
	Total		\$4,145.00



Grant Application

Please select the grant for which you are applying:

- ☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- ☐ Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name: Dragons Dome

Contact Person: Cindy Calyeon

Address: 3401 Griffin Ave. Pekin

Phone: 346-4123 Fax: 346-4124 Email: callyeon@dragonsdome.com

Is the organization certified not-for-profit: No

Event Description:

Event Name: Cheer America

Description: State Championship

Location: Dome

Date: 5/21/06 Start Time: 6:00am End Time: 9:00pm

Food and beverages available: yes

Do you have an authorized liquor license? yes

Describe the alternate plan if inclement weather occurs: inside Facility

Event Attendance:

Number of attendees: 500 Number of guests staying in Pekin Hotels: 250

Number of Hotel Rooms blocked: 100 Distance guests will travel (in miles): 150 +

Describe how this event will bring visitors to Pekin: State cheerleading competition

Describe any 'spin off' local events from overnight guests: First Time Event for Pekin

Event History:

Number of years this event has been held: First year
Number of attendees last year: N/A Number of guests staying in Pekin Hotels last year: N/A
List the profit or loss for last year's event: N/A

Publicity:

What methods will this event be publicized (attach a marketing plan if available): Schools, media
both state and local

Please check what kind of media coverage you expect to attract:

☒ Local ☐ Regional ☒ State ☐ National ☐ International

Budget:

Total amount requested from the Pekin Visitor's Bureau: \$ 1300.00
(For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less. For Pekin nonprofit groups planning a community event, amount is not to exceed \$500.00)

Please specify the use of funds being requested: Offset costs of holding
event; see budget

Please attach a copy of your detailed budget, listing all expenses and other revenue sources, and a copy of your proof of matching funds.

Submitted by: Cindy Johnson Date: 5/21/06

☒ **For Office Staff:**

☐ Grant approved in the amount of: _____ (list amount and date approved) ☐ Grant Denied: _____ (list date denied)

Signed by: _____ Date: _____

Pekin Visitor's Bureau Commission Comments: _____

Distribute to: ☐ City Clerk ☐ Police Chief ☐ Fire Chief ☐ Accounting

				Dragons Dome Budget		
				Cheer America May 21, 2006		
Labor for Set Up		\$500.00				
Bid Fees		\$500.00				
Utilities		\$2,000.00				
Security		\$220.00				
Administration Costs		\$220.00				
Chair Rental		\$720.00				
	Total	\$4,160.00				
	**Room nights blocked	100 @ \$59.00			\$5,900.00	



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome

Contact Person: Cindy Galyean _____

Address: 3401 Griffin Avenue _____

City, State, Zip: Pekin, Ill. 61554 _____

Phone: 346-4123 _____ Email: cgalyean@dragonsdome.com _____

Date(s) of Event: July 17-19, 2006 _____ Date Report Due: _____

Amount of Grant Requested: ~~\$1580.00~~ 1646.00
(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (*attach list of expenses*): \$4938.00 _____

Total Income from Event (*attach list of revenues*): \$4110.00 _____

Actual Attendance: 24 Teams/ 288 athletes + 400 - 500 people 1188 total _____

Number of hotel rooms used (specify hotel): Holiday Inn 110 room nights Concorde 125 room nights
Econo Lodge and Super 8 cannot give their numbers _____

Potential Future Business? (please describe): Tournaments will be held all winter _____

To be completed by Visitor's Bureau _____

Economic Impact:

Number of People: 1188 multiply by \$89 per day = \$ 105,732

Number of Nights: 235 multiply by (room rate) = \$ 15,275

Total Economic Impact: \$ _____

			Womens Fast Pitch Tournament		
			July 17 - 19, 2006		
			24 Teams		
INCOME					
	Registration		\$2,160.00		
	Gate		\$1,200.00		
	Beer Sales		\$750.00		
		Total	\$4,110.00		
EXPENSE					
	Umpire		\$2,450.00		
	Softballs		\$270.00		
	Awards		\$300.00		
	Lights		\$832.00		
	Field Maintenance		\$450.00		
	Rooms		\$236.00		
	Tourn Director		\$400.00		
		Total	\$4,938.00		



Grant Application

Please select the grant for which you are applying:

- ☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- ☐ Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name: Dragons Dome

Contact Person: Cindy Colyear

Address: 3401 Griffin Ave Pekin

Phone: 3416-4123 Fax: 3416-4124 Email: caglyear@dragonsdome.com

Is the organization certified not-for-profit: No

Event Description:

Event Name: 2006 Women's Open Fast Pitch Championship

Description: Softball Tournament

Location: Dragons Dome Softball Fields

Date: July 17-19, 2006 Start Time: 8:00am End Time: 8:00pm

Food and beverages available: yes

Do you have an authorized liquor license? yes

Describe the alternate plan if inclement weather occurs: Inside Dome

Event Attendance:

Number of attendees: 1000 Number of guests staying in Pekin Hotels: 500

Number of Hotel Rooms blocked: 250 Distance guests will travel (in miles): 300+

Describe how this event will bring visitors to Pekin: Tournament play - requires
two nights stay

Describe any 'spin off' local events from overnight guests: _____

Event History:

Number of years this event has been held: First year

Number of attendees last year: N/A Number of guests staying in Pekin Hotels last year: N/A

List the profit or loss for last year's event: N/A

Publicity:

What methods will this event be publicized (attach a marketing plan if available): ASA Website

Please check what kind of media coverage you expect to attract:

☒ Local

☒ Regional

☒ State

☐ National

☐ International

Budget:

Total amount requested from the Pekin Visitor's Bureau: \$ 1580.00
(For Visitor's Bureau grant (for groups bringing overnight visitors to Pekin) amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less. For Pekin nonprofit groups planning a community event, amount is not to exceed \$500.00)

Please specify the use of funds being requested: _____

Please attach a copy of your detailed budget, listing all expenses and other revenue sources, and a copy of your proof of matching funds.

Submitted by: _____ Date: _____

For Office Staff:

☐ Grant approved in the amount of: _____
(list amount and date approved)

☐ Grant Denied: _____
(list date denied)

Signed by: _____ Date: _____

Pekin Visitor's Bureau Commission Comments: _____

Distribute to:

☐ City Clerk

☐ Police Chief

☐ Fire Chief

☐ Accounting

			Dragon's Dome Budget	
			Womens Championship Tournament	
			July 17 - 19, 2006	
Umpire Fees	\$2,250.00	(45 games @\$50.00)		
Softball Expense	\$270.00	6 dozen @ \$45.00)		
Team Awards	\$350.00			
Lights	\$832.00	(16 hours @\$52.00		
Field Maintenance	\$450.00	(\$150.00 per day)		
Lodging for Umpires	\$236.00	(4 rooms @\$59.00		
Tournament Director	\$400.00	(travel, meals, expenses)		
	Total	\$4,788.00		
***Womens Fast Pitch Tournament		20 -25 teams		
Economic Impact	\$ \$132,300.00			



HOTEL/MOTEL TAX GRANT CLOSE-OUT REPORT

Name of Organization: Dragons Dome _____

Contact Person: Cindy Galyean _____

Address: 3401 Griffin Ave _____

City, State, Zip: Pekin, Ill 61554 _____

Phone: 346-4123 _____ Email cgalyean@dragonsdome.com _____

Date(s) of Event: June 2-4, 2006 _____ Date Report Due: _____

Amount of Grant Requested: \$2,300.00 (1/3 should be \$2,231)
(Grant amount should not exceed 1/3 of total expenses, or \$5,000, whichever is less)

Total Expense of Event (*attach list of expenses*): \$6,694.00.00 _____

Total Income from Event (*attach list of revenues*): \$6,200.00 _____

Actual Attendance: 42 teams = 504 athletes + parents and grandparents _____

Number of hotel rooms used (specify hotel): Holiday Inn 124 room nights Concorde 232 room nights _____

Potential Future Business? (please describe): Tournaments to be held all winter _____

To be completed by Visitor's Bureau _____

Economic Impact:

Number of People: 504 multiply by \$89 per day = \$ 44,856

Number of Nights: 356 multiply by (room rate) = \$ 23,140

Total Economic Impact: \$ _____

		Dragons Dome		
		ASA Tournament		
		June 2-4, 2006		
INCOME				
	Registrations	\$4,000.00	(42 teams @ \$250.00)	
	Gate	\$2,200.00		
	Total	\$6,200.00		
EXPENSE				
	Umpire Fees	\$3,305.00		
	Softballs	\$220.00		
	Awards	\$245.00		
	Lights	\$624.00		
	Field Maint	\$450.00		
	Labor	\$650.00		
	Advertising ASA	\$1,200.00		
	Total	\$6,694.00		



Grant Application

Please select the grant for which you are applying:

- ☒ Visitor's Bureau Grant (for groups bringing overnight visitors to Pekin; amount not to exceed 1/3 total cost of event, or \$5,000.00, whichever is less)
- ☐ Community Event Grant (for Pekin nonprofit groups planning a community event – amount not to exceed 50% total cost of event, or \$500.00, whichever is less)

Organization Name: Dragons Dome

Contact Person: Cindy Calyeon

Address: 3401 Griffin Ave Pekin

Phone: 346-4123 Fax: 346-4124 Email: cgyeon@dragonsdome.com

Is the organization certified not-for-profit: _____

Event Description:

Event Name: ASA Fastpitch Tournament

Description: Softball Tournament

Location: Dragons Dome Softball Fields

Date: 6/2-6/4/06 Start Time: 8:00am End Time: 9:00pm

Food and beverages available: yes

Do you have an authorized liquor license? yes

Describe the alternate plan if inclement weather occurs: Inside Dome

Event Attendance:

Number of attendees: 300+ Number of guests staying in Pekin Hotels: 300+

Number of Hotel Rooms blocked: 100 Distance guests will travel (in miles): 500+

Describe how this event will bring visitors to Pekin: Tournament play - all teams
will have to stay 2 nights

Describe any 'spin off' local events from overnight guests: _____

			Dragon's Dome Budget	
			ASA Tournament	
			June 2 - 4, 2006	
Umpire Fees	\$2,250.00	(45 games @\$50.00)		
Softball Expense	\$270.00	(6 dozen @\$45.00)		
Team Awards	\$350.00			
ASA Insurance Fee	\$250.00			
Lights	\$832.00	(16 hours @ \$52.00 per hour)		
Field Maintenance	\$450.00	\$150.00 per day)		
Advertising	\$2,400.00			
Lodging for Umpire	\$236.00	(4 rooms @\$59.00)		
	Total	\$7,038.00		
***Girls Fast Pitch Tournament = 21 - 25 Teams				
Economic Impact = \$84,000.00				

“DRAFT” CITY OF PEKIN Request for Proposal for Audit Services

I. Introduction

The City of Pekin (City) is seeking proposals from qualified independent auditors (hereinafter called auditors) to perform a independent audit assessment of the internal accounting and administrative controls of the City of Pekin (City). The City invites qualified independent auditors having specific expertise in reconciliation, fraud examinations, forensic accounting, and other relevant experience necessary to perform an audit in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal. Auditors should have extensive and relevant knowledge in governmental accounting and financial reporting requirements, as well as adequate familiarity with all relevant Illinois General Statutes pertaining to the fiscal management of local governments. The scope of this audit shall be limited to evaluating reconciliation issues with the City's Cash Management Accounts (excludes MFT, HUD, Insurance, Pensions, TPCC and Library Funds). The City's audits as well as other Finance records for those funds for FY 2002-6 will be evaluated. There is no expressed or implied obligation for the City to reimburse firms of any expenses incurred in preparing proposals in response to this request.

II. Background

The City wants to make it clear to the staff, associates and to the people of the City of Pekin that there is no tolerance for misappropriations of resources or employee misconduct. As the governing body of the City, the City wants to know that internal controls are reasonable and effective, and sufficient to expose and prevent reconciliation problems, fraud and abuse, and that policies and procedures are being followed by City employees, and whether misappropriations of assets have occurred. Commencement and completion of the audit in a timely manner is of the greatest importance to the City

III. Scope of the Audit

The special-purpose audit should be conducted in accordance with the following guidance, as applicable: the *Statement on Auditing Standards (SAS) 54, Illegal Acts by Clients*; *SAS 99, Consideration of Fraud in a Financial Statement Audit*; *Management Antifraud Programs and Controls* (an attachment to SAS 99). This audit will evaluate the adequacy of the internal financial controls with emphasis on areas vulnerable to reconciliation conflicts; fraud and abuse; the adequacy of the City's current financial policies and procedures; and the adequacy of the City's financial and auditing organizational structure. The auditor will make use of and build upon the internal control evaluation work done by the City's independent CPA firm during that firm's annual financial statement audit for

Fiscal Years 2002 through 2006. The City's internal (hardcopy and software) records as well as those from the applicable banks will be made available for review. Staff from the City's Finance Department will be available to review the internal reconciliation efforts that have take place over the past year. The objectives of this engagement are:

Determine effectiveness of the design and operation of existing internal financial controls and conduct a fraud vulnerability assessment to identify areas deemed to be vulnerable to fraud or abuse in order to assess the extent, if any, to which such vulnerabilities may have been exploited over the past five (5) years. The audit will include, but not necessarily be limited to, an evaluation of the internal controls for: Reconciliation procedures specifically for the City's Cash Management Accounts. The City's organizational structure and administrative controls including, but not limited to, the Finance Department, Treasurer's Department, and the Internal Audit Function should also be considered in the overall internal control evaluation and fraud assessment.

Deliverables: The audit firm will be available to provide an oral briefing to the City when requested.

The auditor will deliver a concisely written report to the City that clearly details results of audit procedures performed to include:

1. Recommendations regarding any additional audit , reconciliation work or fraud examination work that may be needed to determine the impact (magnitude and duration) of any reconciliation issues that may have occurred in areas assessed as having more than a low level of risk for fraud. Specific information in support for the recommendations should be provided as well as a clearly defined strategy for executing the additional audit or fraud examination work recommended. Provide cost estimates for further testing to determine if such vulnerabilities may have been exploited;
2. Internal financial control procedures that need to be immediately implemented in order to prevent any further reconciliation problems or misappropriation of assets from occurring through the identified control breakdowns;
3. Internal control weaknesses in processes and procedures that exhibit vulnerability to reconciliation, fraud or abuse. For each vulnerability noted, the auditor will present recommendations to eliminate or minimize it;
4. Any related or similar processes or situations that exist that may be allowing similar reconciliation issues or asset misappropriations to occur;
5. Any other recommendations arising from the auditor's work, such as recommendations to eliminate or minimize weaknesses or practices which might lead to unintentional duplication, errors or waste.

IV. Requirements

Ten (10) printed copies of the deliverables must be supplied to the City within

the time frames cited. As these are public documents, electronic versions of all must be made available and in a format compatible on delivery for posting for internet access.

V. Description of Selection Process

Any firm submitting a proposal must submit it in two parts, as described below. The first part, referred to as the technical proposal, will, among other things, comprise the audit firm's prior experience and qualifications of its personnel in performing governmental audits. A committee of the City will evaluate the technical proposal. The top-qualifying firms from this evaluation will have their second part, the cost proposal, opened and evaluated. The firm best meeting the experience, audit approach, and cost requirements will be selected. The selection of the final candidate will be in the sole discretion of the City .

The City reserves the right to reject any or all proposals, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserves the right to make the award in the City's best interest. Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the proposal.

Technical Proposal: The technical proposal should address the requested information below and should be submitted in a separate, sealed envelope marked "Technical Proposal."

- A. Provide a comprehensive description of your approach to fulfilling the requirements of the RFP. For example, describe reconciliation techniques, forensic auditing techniques, data analysis techniques, use of Information Technology (IT) specialists to perform IT assessments and other auditing procedures, the type and extent of sampling to be employed, etc.
- B. Provide responses to the following requests. The responses should be numbered to correspond with each request.
 - 1. Indicate the number of people (by level) located within the engagement office that will handle the audit, the organization of the audit team, and the approximate percentage of time spent on the audit by each member.
 - 2. Provide a list of the engagement office's current and prior government and fraud examination audit clients, indicating the type(s) of services performed, and the number of years served for each.
 - 3. Indicate the experience of the engagement office in providing additional services to government clients, in particular experience in performing fraud examinations and forensic accounting, by listing the name of each government, the type(s) of service performed, and the year(s) of engagement.
 - 4. Describe your audit organization's participation in AICPA-sponsored or comparable quality control programs (peer review). Provide a copy of the firm's

current peer review and the letter of comments as well as your response, if any.

5. Describe the professional experience in governmental audits of each senior and higher level person assigned to the audit, the years on each job, and his/her position while on each audit. Indicate the percentages of time each senior and higher-level person will be on site.
6. Describe the relevant educational background of each person assigned to the audit, senior level and higher. This should include continuing professional education, seminars, and courses attended within the past three years, especially those courses in fraud examination and forensic accounting. Relevant governmental accounting, auditing, and financial reporting courses should also be cited.
7. Describe the professional experience of assigned individuals in auditing relevant government or similar organizations, programs, activities, or functions.
8. Provide names, addresses, and telephone numbers of personnel of current and prior governmental audit clients who may be contacted for reference.
9. Identify any potential types of conflicts of interest (fact or appearance) with the City or any other party associated with this special audit engagement.
10. Is the firm adequately insured to cover claims? Describe liability insurance coverage arrangements.
11. Describe any regulatory action taken by any oversight body against the proposing audit organization, local office, or individual of the engagement team.
12. Describe assistance expected from the City staff (e.g. the internal audit staff, the financial department).
13. Provide a detailed schedule for completing the audit.

Cost Proposal: The cost proposal should include cost estimate data, including an estimated total cost of the audit, and any other necessary cost information and should be submitted in a separate, sealed envelope marked "Cost Proposal." The City plans to evaluate the technical proposals of all firms submitting proposals before considering a firm's cost proposal. The completed cost estimate data should include the following information:

- 1 Personnel costs (including hourly rates and total hours);
- 2 Travel and subsistence expenses;
- 3 Other costs.

VI. Pre-Proposal Conference

A pre-proposal conference will be held to answer any questions arising from this document. Interested firms are encouraged to submit questions before the pre-proposal conference is held. Questions may be directed to Dennis Kief, at dkief@ci.pekin.il.us.

Attendance is MANDATORY for those interested in submitting a proposal and will be held at the Pekin City Hall, 111 Capital Street, Pekin, IL in the Council

Chambers room on _____, 2006 at 10:00 a.m.

Questions arising after the pre-proposal conference may be directed to Dennis Kief (City Manager), at dkief@ci.pekin.il.us. All replies will be issued via e-mail to those who attended the pre-proposal conference.

VII. Time Schedule

Distribution of RFP: _____, 2006 Pre-proposal conference: _____,
2006 at 10:00 a.m. Sealed proposals due: _____, 2006 before 2:00 p.m.
City Clerk's Office, Selection & Negotiation: _____ Approval by City :
_____ 2006 Contract start date: _____ 2006

All proposals are due by 2:00 p.m. on _____, 2006 to the City of Pekin, c/o
_____, City of Pekin Clerk at 111 South Capital Street, Pekin, IL, 61554.
No fax or e-mail responses will be accepted. Late proposals, regardless of
delivery means, will not be accepted. Questions regarding the proposal can be
addressed to _____ of the City of Pekin, at 309-477-2300.