



City of Pekin

REGULAR COUNCIL MEETING MONDAY, JUNE 28, 2010
5:30 P.M.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Mayor Rusty L. Dunn

III. ROLL CALL

Clerk to Call the Roll

IV. APPROVAL OF AGENDA

ACTION: *Motion to approve the meeting agenda.*

VOTE REQUIRED

V. APPROVAL OF MINUTES

ACTION: *Motion to approve minutes of Regular Council Meeting of June 14, 2010.*

VOTE REQUIRED

VI. PUBLIC INPUT ON AGENDA ITEMS

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

VII. CONSENT AGENDA

- 1. Receive and File Monthly Reports and Minutes:** Mayor's Advisory Committee for Persons with Disabilities Minutes May 13, 2010.
- 2. Charitable Solicitation:** Renee and Tim Ellison Family Benefit July 25, 2010
Erich Thompson Benefit October 2, 2010
- 3. Receive and File** Petition for Annexation South Side Trust and Savings Bank.
- 4. Receive and File** the Pekin Planning Commission Minutes dated June 9, 2010.
- 5. Receive and File Pekin Planning Commission Hearings and Recommendations:**
 - a. Hearing #10-1805 & 10-1806 – recommends tabling the AT&T matter regarding the Cell Tower at 3000 Court Street until July 14, 2010.
 - b. Hearing #10-1808 - recommends the approval of the Special Use for Loft Living contingent upon written documentation that 12 parking spaces are dedicated for the use of Fusion Youth Center driven ministry students and the RA in Woosley Funeral Home parking lot and said documentation is proved before June 28, 2010 to Ron Sieh or Sue McMillan .

- c. Hearing #10-1809 – recommends the approval of the Annexation of Tract 1 & 2 with a Legal Description as described in Insert 1 & 2.
- d. Hearing #10-1810 – recommends the approval of the Zoning Assignment of B-3 (General Business District) to Tract 1 & 2 with a Legal Description as described in Insert 1 & 2.

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

VOTE REQUIRED TO APPROVE CONSENT AGENDA

VIII. COMMUNICATIONS, PETITIONS, REPORTS

National Fire Academy Award Chuck Lauss
 Retirement Presentation Patricia Pollock
 EDC for Central Illinois Jobs Study Presentation – Vickie Clark Heartland Partnership
 Sea to Shining Sea Service Men and Women Recognition presented by State Farm Insurance
 Public Hearing for the purpose of discussing annexation of property for South Side Bank

IX. NEW BUSINESS

1. City of Pekin PEDIF Loan Agreement to CUATTRO, LLC (DK)

DESCRIPTION: One year loan from PEDIF line item from FY 2011 Budget for Veterinary/Medical/Software Company.

ACTION: Motion to approve the agreement in the amount of \$400,000.00.

VOTE REQUIRED

2. City of Pekin Tourism Loan Agreement to Avanti's Dome, LLC (DK)

DESCRIPTION: Loan from Tourism Fund Reserves in the amount of \$500,000.00 at 31/2% interest for 5 years.

ACTION: Motion to approve the agreement in the amount of \$500,000.00.

VOTE REQUIRED

3. Ordinance No. 2620-10/11 – Accepting An Agreement to Purchase and Authorizing the Purchase of Real Property at 830 Brenkman Drive (DK)

DESCRIPTION: Agreement with KEJM Properties for acquisition of the former Fort/Landmark Automobile Dealership utilizing TIF 2 close out dollars in the amount of \$400,000.00.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

4. Amendment to Agreement with AECOM – Design Veterans Drive South (VFW Road) (JW)

DESCRIPTION: Amends Engineering Agreement for the design of the southern section of Veterans Drive for an amount not to exceed \$77,000.00.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

5. Amendment to Agreement with AECOM – Design Veterans Drive Broadway to Sheridan (JW)

DESCRIPTION: Amends Engineering Agreement for the design of Veterans Drive from Broadway to Sheridan in an amount not to exceed \$35,000.00.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

6. Amendment to Agreement with AECOM for Phase I Study – Veteran Drive North (JW)

DESCRIPTION: Amend Engineering Agreement for Phase I Study of the northern section of Veterans Drive for an amount not to exceed \$23,000.00.

ACTION: Motion to approve the agreement.

VOTE REQUIRED

7. Resolution No. 55-10/11 - In Support of PPUATS Project (Petri Lane)

DESCRIPTION: Support of Peoria/Pekin Urbanized Area Transportation Study to pursue Federal Highway dollars for Petri Lane Extension.

ACTION: Motion to adopt the resolution.

VOTE REQUIRED

8. Economic Development Council for Central Illinois Regional Labor Study (DK)

DESCRIPTION: Regional \$50,000.00 Labor Study to aid in increasing recruitment of new and existing businesses.

ACTION: Motion to approve the authorization in the amount of \$3,000.00.

VOTE REQUIRED

9. Resolution No. 56-10/11 - Retirement Health Savings (PP)

DESCRIPTION: Adoption of the Vantagecare Retirement Health Saving (RHS) Plan through ICMA

ACTION: Motion to approve.

VOTE REQUIRED

10. Special Use (JW)

DESCRIPTION: recommendation of the Pekin Planning Commission to approve the Special Use for Loft Living in the Fusion Youth Center located at 335 Sabella Street.

ACTION: Motion to approve the special use.

VOTE REQUIRED

11. Ordinance No. 2623-10/11 – Authorizing the Annexation of Property (DK)

DESCRIPTION: Annexation of parcel for South Side Trust and Savings Bank Branch.

ACTION: Motion to adopt the ordinance.

VOTE REQUIRED

12. Ordinance No. 1568-A182-10/11 – Zoning of Certain Property (JW)

DESCRIPTION: *Recommendation of the Pekin Planning Commission for Zoning of previous item. Assignment of B-3 (General Business District) to Tract 1 and 2 for South Side Trust and Savings Bank Branch.*

ACTION: *Motion to adopt the ordinance.*

VOTE REQUIRED

13. Supplemental PPUATS Joint Funding Agreement FY 2010

(DK)

DESCRIPTION: *Agreement with participating agencies and Tri-County Regional Planning Commission for Peoria/Pekin Urbanized Area Transportation Study supplemental dues in the amount of \$672.32. Expenditure provided in the MFT budget.*

ACTION: *Motion to approved agreement.*

VOTE REQUIRED

14. Resolution No. 57-10/11 – An Illinois Department of Transportation Resolution for Improvement by Municipality Under the Illinois Highway Code

(DK)

DESCRIPTION: *Appropriating \$672.32 Motor Fund Tax Funds for the previous supplemental Peoria/Pekin Urbanized Area Transportation Study (PPUATS) Joint Funding Agreement FY 2010 item.*

ACTION: *Motion to adopt resolution.*

VOTE REQUIRED

X. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Council Members
Staff
Public Questions
Press Time

XI. EXECUTIVE SESSION

*5 ILCS 120/2 (c) 5.
The purchase or lease of real property for the use of the public body.*

XII. ADJOURNMENT

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

NO VOTE REQUIRED

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
May 13, 2010; 4:00 pm

Present: Libby Holbrook, Jim Deford, Roy Davis, Tammy Helm, Perry Martin, Norma Bosley, James Kolzow, Pamela Anderson & Donna Svendsen

- I. Welcome and introductions
- II. Approval of the March & February minutes – L. Holbrook 1st; P. Martin 2nd - unanimous
- III. Old business –
 - A. Business ADA sign feedback
 - 1. J. Deford offered to assess the businesses throughout the City of Pekin for ADA compliance and bring a report to the June meeting;
 - 2. City staff will provide a list of businesses by June or before;
 - 3. letters to businesses will be sent out in July;
 - 4. a sample letter will be provided by July meeting;
 - 5. L. Holbrook offered to mail letter
 - B. Disability awareness sub-committee meeting
 - 1. The sub-committee meet prior to this meeting (L. Holbrook, T. Helm & P. Anderson were in attendance);
 - 2. 10 to 15 minute presentation to City Committees and City Council
 - 3. Committee members will attend City Committee meetings to give ADA awareness presentations
 - 4. ADA awareness presentations will focus on the following: vision and physical disabilities
 - 5. The following Committee will be contacted for attending their July meetings: City Council on July 12, 2010; Pekin Planning Commission on July 14, 2010; Zoning Board of Appeals on July 14, 2010; Fire and Police Commission on July 7th, 2010; Pekin Public Library Board on July 27th; Pekin Housing Board on July 13, 2010; Liquor Commission on July 22, 2010; Safety Committee on July 6, 2010; Traffic Safety Committee on July 2, 2010; Human Rights Committee on July 28, 2010 & the Economic Development Advisory Committee on July 20, 2010. City

Next meeting: June¹ 10, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
May 13, 2010; 4:00 pm

staff will announce at City Staff meeting to have ADA Awareness item placed on respective Committee agendas.

6. July ADA meeting will do demonstrations and prepare Committee members for presentations.
7. Bike rodeo is Saturday, 5-22-2010 at the Pekin Park Arena Parking Lot (250 Redbud Dr.) 9 am until noon.
Announcement made to Committee.

Next meeting: June²10, 2010 at 4:00 pm

City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
May 13, 2010; 4:00 pm

IV. New business – David Brown (no show – will be placed on July agenda) Correspondence – none

V. Around the table

- A. P. Martin stated a thank you to the City for the sidewalks/ramps completion in his neighborhood (600 Prince St.)
- B. N. Bosley resigned due to health reasons
- C. L. Holbrook – TCRC is open but having State of IL funding issues
- D. R. Davis – check on the reappointments / terms
- E. T. Helm – June 15th annual 25th anniversary of Advocates for Access at the Par-a-dice
- F. T. Helm – health insurance does not cover hearing aids; Deaf Service Coordinators for the State of IL (advocates) killed the bill because of the way it was presented; the bill was not passed this year, but continuation of efforts for next year are planned
- G. T. Helm reported that Advocates for Access are working with local regional hospitals for using interpreters; IL Department of Public Health law
- H. R. Davis – most health insurance doesn't pay for glasses either – need a separate vision rider policy
- I. R. Davis – Citilift has been active for a month as of yesterday (May 12th); he has heard good things from the bus drivers; asked for G. Ranney to provide an update at the July meetings

VI. Adjourn

Next meeting: June³ 10, 2010 at 4:00 pm

**City of Pekin
Mayor's Advisory Committee for People with
Disabilities
Minutes
May 13, 2010; 4:00 pm**

Next meeting: June⁴ 10, 2010 at 4:00 pm

Mayors Advisory Committee for People with Disabilities ADA Awareness Month – July 2010

City of Pekin Committee meetings and volunteered attendees:

Date of meeting	Time of meeting	Committee volunteer	Name of Committee	Location of meeting
Tuesday, JUNE 15, 2010	7:30 am; be there by 8am	Libby Holbrook	Economic Development Advisory Committee	City Hall Council Chambers
Friday, July 2, 2010	8:30 am	Libby Holbrook & Christopher "Joey" Meskiman	Traffic Safety Committee	City Hall Conference Room #239
Tuesday, July 6, 2010	9:30 am	Joey Meskiman (& Barb) & Pamela	Safety Committee	City Hall Conference Room #239
Wednesday, July 7, 2010	7:30 am	Libby Holbrook & Tammy Helm	Fire & Police Commission	City Hall Conference Room #239
Monday, July 12, 2010	5:30 pm	Joey Meskiman (and Barb) & Pamela	City Council	City Hall Council Chambers
Tuesday, July 13, 2010	5:30 pm	Joey Meskiman (and Barb) & Tammy Helm	Housing Board	Pekin Housing Authority
Wednesday, July 14, 2010	5:00 pm	James Kolzow & Perry Martin	Zoning Board of Appeals	City Hall Council Chambers
Thursday, July 22, 2010	4:00 pm	James Kolzow & Pamela Anderson	Liquor Commission	City Hall Council Chambers
Tuesday, July 27, 2010	5:00 pm	Perry Martin & Libby Holbrook	Pekin Public Library Board	Pekin Public Library
Wednesday, July 28, 2010	5:30 pm	Tammy Helm & Pamela Anderson	Human Rights Committee	City Hall Council Chambers

Feedback:

Please send me an e-mail or give me a phone call on any feedback that you receive from this activity. We will discuss at next meeting for next years activity.

June 21, 2010

City of Pekin
111 S. Capitol St.
Pekin, IL 61554

Dear Mayor and Council,

I'm writing to request permission to raise funds in our community for the Renee and Tim Ellison family. We will be soliciting funds to help the family through dad's cancer treatment and mom's back surgery. They live with their two sons in Pekin and Tim is the pastor at Town & Country Baptist church on Rt. 9 and Mennonite Rd.

There will be a Gospel Bluegrass Jamboree held to raise funds for their family on July 25 at 3:00 p.m. at the Moose Lodge in Pekin. Tickets are \$8 in advance, \$10 at the door and will include a delicious dinner as well as an evening of Bluegrass Gospel music. We are asking the Pekin community to participate by responding to food donations, silent auction items and general support for this young family. We have attached the letter and flier that will be used for the event.

If you have any questions, please contact us. Thanks for your consideration.

Sincerely,

Mari Osborne- 12001 Sunset Drive, Manito, IL - Phone: 545-2191
Sue Ann Kortkamp- 711 S. Capitol Street, Pekin, IL- Phone: 347-1676



Tim, Rene, Caleb and Ben Ellison

Hello, we are asking you to join us in helping Tim and Rene Ellison and family through a tough time.

Until recently, the Ellison's lived a full life. Tim and Rene share the responsibility of home-schooling their sons. Rene works part time as a sign language interpreter at ISU. Tim is employed part time at Tractor Supply in Pekin. He also spends many weekends visiting The Illinois Youth Center in Kewanee, Illinois to minister with the inmates. Last year, Tim answered his calling to become a minister at Town & Country Baptist Church.

In March Tim was diagnosed with cancer and had surgery. The family was thankful that the doctors were optimistic that the cancer had been removed

A few weeks later, Tim's checkup showed more cancer and additional surgery was needed immediately. But that wasn't all... Rene also would be undergoing surgery to repair two damaged vertebrae that were pressing on nerves and blocking the spinal fluid to the spinal cord. Rene had pains in her upper back and neck area that she attributed to stress. When the pain became unbearable she sought medical treatment and learned this devastating news. The surgery was dangerous but without it, she would be paralyzed eventually. Her surgery was now priority and Tim's second surgery would be scheduled later.

Tim has been unable to work since February and Rene's contract with ISU recently expired. As you can imagine with a small, new church there are not a lot of resources to support the Ellison family. Their medical bills are mounting and routine bills need to be paid. We ask that you please open your hearts for the Ellison family with a contribution. Checks may be sent to: The Ellison Family, Pekin Community Bank, 601 Court St. Pekin, IL 61554.

The Ellison's continue to be optimistic and thankful for their blessings. They will be grateful for any amount and especially grateful to be included in your prayers.

Thank you!

The Committee to support the Tim Ellison Family
Mari Osborne- 309-545-2191

P.S. To thank you for your generosity, everyone who contributes will be included in a drawing for Maui Jim Sunglasses. (\$299 value) The winner will be announced at the Gospel Bluegrass Jamboree to benefit the Tim and Rene Ellison Family on July 25, 2010.

CHARITABLE SOLICITATION REGISTRATION FORM

1. Date Submitted 6-11-10
 Address of Organization 905 S. oak St. Gladford
 Telephone Number 309-264-4005 *benefit will be held at VFW in Pekin*
 Name, Address and Telephone Number of person filling out form:
Denise Thompson 905 S. oak Gladford, IL 61533
2. Name, Title and Address of Principal Executive Officer of Organization: Denise Thompson
905 S. oak Gladford, IL 61533
3. If your Organization is a subsidiary or an affiliate of another Organization such as a National Association, list Name and Address of such Organization: N/A
4. Specifically where in the Pekin area is your group staying so contact can be made within a twelve (12) hour period if necessary: 905 S. oak Gladford, IL 61533
5. Explain briefly how you will be operating, ie. collecting door to door, calling on businesses, etc. If offering merchandise for sale, state what the merchandise is and the price asked:
calling on businesses for sponsorship;
calling on businesses for product and/or
monetary donations; collection cans at business
6. Supply the following information for each member of the group, including who is in charge:

Name: Last	First	M	Date of Birth	Name, Address Relationship of next of kin
Thompson	Denise	F	10-9-75	Self
Thompson	Erick	M	6-11-76	spouse of Denise
Thompson	Julie	F	3-28-53	905 S. oak Gladford mother in law of Denise
7. General nature of activities conducted by Organization (Service Club, Church, Veterans Club, Youth Club, United Fund, etc):

"Friends Don't Let Friends Fight Cancer Alone"

Benefit for Erich Thompson

Erich (1994 graduate of Illini Bluffs) went to his family doctor with complaints of lower back pain and lower abdominal pain in early April. A week later he had a colonoscopy that resulted in a cancer diagnosis...stage 3 colon cancer. On May 5th he had surgery to remove the affected section of colon and remove the large tumor in his abdomen. Erich is now undergoing 24 weeks of chemotherapy.



October 2, 2010
Noon - Midnight
Pekin VFW

15665 VFW Road
Pekin, IL

- DJ and Karaoke by Todd Bryant of 97.3 River Country (Time TBD).
- Shotgun Dixie (formerly Stone Cold Cowboys) Performance at 8:00 PM
- Dinner
- Auction
- Silent Auction
- Face Painting
- Cake Walks
- Bake Sale
- Bags Tournament
- Horseshoe Tournament
- Broom Stick Pool Tournament
- 50/50 Raffle (need not be present to win)
- Various Raffles
- T-Shirts, Coozies, and Bracelets will be for sale.

collect donations for auction
at individual benefit (for Erich Thompson)

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

are Erich & Denise Thompson; money raised will be used for medical expenses related to Erich Thompson's colon cancer diagnosis

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

N/A

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

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

None

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

NO

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

DATE: 6-10-10

SIGNED: Denise R. Thompson

PETITION FOR ANNEXATION

I/We South Side Bank petition and request the City of Pekin, Illinois to annex the following described territory to said City, to-wit:

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE THERETO)

(Hereinafter the "Territory"). In support of this petition, the undersigned certify as follows:

1. The Territory is not presently within the corporate limits of any municipality.
2. The Territory is contiguous to the City of Pekin, Illinois.
3. Petitioners request that the corporate authorities of the City of Pekin consider the question of the annexation of the Territory, adopt an ordinance annexing the Territory to said City and record a copy of the Ordinance together with an accurate map of the Territory with the Recorder of Deeds and the County Clerk of Tazewell County, Illinois.

Mark Joseph, Executive Vice President
South Side Bank
Petitioner/Owner

5/25/10
Date

Co-Petitioner/Owner (if applicable)

Date

Pekin Planning Commission Minutes

June 9, 2010

Present:	Absent:
Jim Jones	Don Hild
Steve Huey	Jim Bradshaw
Bill Craig, Chairman	Ron Knautz
Dick Cohenour	Kyle Peebles
Scott Plotner, Vice Chairman	

Chairman Bill Craig led the Pledge of Allegiance.

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff Present: Ron Sieh, City Attorney Sue Bosich and Steve Brown.

Chairman Bill Craig asked for approval of the Agenda.

MOTION by Steve Huey, Seconded by Dick Cohenour to Approve the Agenda as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Chairman Bill Craig asked for the Approval of the May minutes.

MOTION by Steve Huey, Seconded by Bill Craig to Approve the minutes as presented. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

City Council Action Report:

May 24, 2010 Council Meeting:

Received and filed the minutes from the May, 2010 meeting.

Approved the following Hearings: 10-1802 / The Rezoning of Property located at 2675 Allentown Rd to R-1 (Single Family Residential District).

10-1803 & 10-1804 / The Special Use request for Southside Bank subject to Annexation and Zoning Assignment of Tract 1 & 2.

10-1807 / The following Code Amendment: 9-1-2 Definition Amending Sign Code and Code Change to include Electronic Signs with Regulations by adding 9-10-12 and including 9-10-8B-4.

10-1805 & 10-1806 / To Table the request for Site Plan and Special Use for a Cell Tower located at 3000 Court Street until documentation is provided for other site options and safety issues are resolved in the form of a letter from Mr. Thompson of TPCCC.

PPC Correspondence: No Correspondence.

Application #1: First Assembly of God

Hearing #1(10-1808): Special Use for Loft Living in the fusion Youth Center located at 335 Sabella Street (OS-1 Office Service District) with a Legal Description of Original Town Lots 14, 15, 16 & 33' of Lot 13 in Tazewell County, Illinois.

Open Public Hearing: 6:33pm

Steve Brown, 1715 Memorial, provided the Commission with a brief background of what has already taken place. Public Safety has been reviewed between Ron Sieh and the Fire Department regarding the Fire Escape, Sprinkling, etc. They have also went before the council to participate in the Commercial Retail-Upper Story Program to provide funds for the renovation. He remained for questions.

Dick Cohenour asked if the funds have been approved by council.

Steve Brown confirmed three grants for the facade, fire escape and Loft Living have already been approved. The last grant will be for the retail sales.

Jim Jones asked if the retail would be taxed.

Steve Brown stated the retail sales would be taxed and they would also be assessed for property taxes.

Close Public Hearing: 6:38pm

Special Use Review Committee:
Steve Huey, Chairman

There was no committee meeting. Steve Huey stated he would like to hear more from the commission before making a recommendation.

MOTION by Jim Jones, Seconded by Dick Cohenour to Place the Application on the table for discussion.

Bill Craig had a concern regarding the parking. Asked the parties if they had an agreement with the funeral home for the parking and how many spaces are being dedicated to the Fusion Facility.

Response was inaudible.

Bill Craig asked if there was anything in writing.

Response was inaudible.

Bill Craig stated he was reluctant to recommend approval without something in writing. He stated the city code states 2 spaces need to be dedicated per unit which equals 12 dedicated spaces. Bill Craig's preference is a written document be provided.

Response was that they know that 11 spaces have been approved. However they felt it should not be a problem as the bank is also close by.

Ron Sieh stated negotiations have been taking place regarding the two empty City lots on the Eastside of the building. Part of the negotiations is for the church to blacktop and maintain the lots with a lease. This will not take place until the project is moving farther along. They could become assigned lots. Eliff also still owns the blacktop lot beside the building on the Eastside.

Steve Huey inquired who owned the lot to the North of the building.

Ron Sieh stated it belongs to Herget Bank.

Steve Brown said the Herget lot is another option. Phase I is the use of the funeral home parking lot. Phase II will be to finish negotiations with the City for the empty parking lots for permanent assigned parking.

Jim Jones was concerned with Sabella Street being used as a playground. Mainly safety issue concerns.

Ron Sieh stated that Tazewell County Youth Center and Fusion both have permission to block off the streets on Wednesdays for the youth activities.

Dick Cohenour inquired if they had a time frame for the project.

Applicant stated assuming everything is approved through the City Council on June 28. They will first proceed with the Fire Escape bid. Estimated time frame for the \$45,000 project will take 3 or more months. Hoping to have the First floor ready for occupancy for commercial retail space by October or November '2010. Then the second floor done early '2011 for the dorm rooms to facilitate the driven ministry students and the RA. The 3rd floor doesn't require much renovation, just reconnection of the ceiling, fire sprinkler reinstalled at the proper level and some minor miscellaneous items.

RESTATED MOTION by Jim Jones, Seconded by Dick Cohenour to Approve the Special Use for Loft Living contingent upon written documentation that 12 parking spaces are dedicated for the use of Fusion Youth Center driven ministry students and the RA in Woolsey Funeral Home parking lot and said documentation is provided before June 28, 2010 to Ron Sieh or Sue McMillan. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Application #2: Principal Construction Management

Hearing #2 (10-1809 & 10-1810): Annexation and Zoning Assignment of Tract 1 & 2 with a Legal Description as described in Insert 1 & 2 in Tazewell County, Illinois.

Open Public Hearing: 6:48pm

Ron Sieh stated that when the Special Use and Site Plan went before the Commission last month there was no commitment available to annex and assign the zoning to this property. Documentation has been received so the final steps can be finished.

Close Public Hearing: 6:50pm

Annexation & Classification Review Committee:
Ron Knautz, Chairman

Chairman Bill Craig turned the review over to the Commission due the absence of Ron Knautz.

MOTION by Steve Huey, Seconded by Jim Jones to Approve the Annexation of Tract 1 & 2 with a Legal Description as described in Insert 1 & 2. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

A discussion took place regarding the number of curb cuts on Veterans Drive.

Rezoning Review Committee:
Dick Cohenour, Chairman

Dick Cohenour, Chairman stated there was no committee meeting and made a recommendation in the form of a motion.

MOTION by Dick Cohenour, Seconded by Steve Huey to Approve the zoning assignment of B-3 (General Business District) to Tract 1 & 2 with a Legal Description as described in Insert 1 & 2. On roll call vote, All present voted **AYE**. **MOTION APPROVED**.

Informal: Electronic Billboards, Ron Sieh presented a staff recommendation to establish a Special Use requirement for Electronic Billboards. Concerns are with putting Electronic Billboards in B-3 zoning because of the numerous areas that B-3 abuts residential lots. Guidelines need to be established such as distance from residential lots. For example: towers being 300'.

Bill Craig said that the main goal is to be restrictive and receptive.

Ron Sieh stated the AT&T Cell Tower applicant did not provide any of the documentation that was required to come back before the Planning Commission and documentation provided was not presented to him until the afternoon of Tuesday, June 8, 2010. Advice from counsel was to bring the item off the table and table it again.

Attorney Sue Bosich stated that the normal procedure for tabled items is to carry it over to the next available regular meeting.

Scott Plotner brought back the Cell Tower item back to the table.

MOTION by Scott Plotner, seconded by Dick Cohenour to table the AT&T matter regarding the Cell Tower at 3000 Court Street until July 14, 2010. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Chairman, Bill Craig entertained a **Motion** to adjourn the meeting. On roll call vote, all present voted **AYE**. **MOTION APPROVED**.

Meeting adjourned at 7:26pm.

Juanita K VanBuskirk, Secretary
Pekin Planning Commission

Pekin Planning Commission
June 9, 2010

HEARING #10-1805 & 10-1806

The Pekin Planning Commission recommends Tabling the AT&T matter regarding the Cell Tower at 3000 Court Street until July 14, 2010 to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
June 9, 2010

HEARING #10-1808

The Pekin Planning Commission recommends the approval of the Special Use for Loft Living contingent upon written documentation that 12 parking spaces are dedicated for the use of Fusion Youth Center driven ministry students and the RA in Woolsey Funeral Home parking lot and said documentation is provided before June 28, 2010 to Ron Sieh or Sue McMillan to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
June 9, 2010

HEARING #10-1809

The Pekin Planning Commission recommends the approval of the Annexation of Tract 1 & 2 with a Legal Description as described in Insert 1 & 2 to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman

Pekin Planning Commission
June 9, 2010

HEARING #10-1810

The Pekin Planning Commission recommends the approval of the Zoning Assignment of B-3 (General Business District) to Tract 1 & 2 with a Legal Description as described in Insert 1 & 2 to the Pekin City Council.

Bill Craig, Chairman

Scott Plotner, Vice Chairman



Please join us in honoring our
nation's service men & women

July 3, 2010 1pm-3pm

Mineral Springs Park in Pekin at the Dirksen Statue

(North end of the Lagoon, parking at the Miller Center)

Can you imagine riding a bike across the country, more than 4000 miles, in 63 days?

Probably not, but starting May 22, a team of exceptional athletes, most of whom are wounded veterans, took on that daunting journey and are demonstrating the strength of the American Spirit. Riders will visit military bases, interact with veterans and civilians and spread hope for a fully-inclusive society. These courageous service men & women hope to demonstrate by example and inspire all people, disabled or not, to live active and enriched lives.

They will be passing through Pekin on Route 9 sometime between 1 and 3 pm. A reception will be held at the Dirksen Memorial one block north of Route 9 on 14th St.

Please join us in honoring our nation's service men & women.

We need your HELP! Please come to welcome these Heros to our town and show our support

Certificate of Publication

STATE OF ILLINOIS,

SS

County of Peoria.

The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice hereto attached.

Said Corporation further certifies that the said notice entitled: "NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCE TO BE AD" hereto attached has been published 1 time(s) in the Peoria Journal Star, on the following respective dates:

The 11th day of June A.D., 2010 in class 0182

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by **Judy Little** this **11th** day of **June A.D., 2010**.

The Peoria Journal Star, Inc.

By: _____

Judy Little

NOTICE OF PUBLIC HEARING ON ANNEXATION ORDINANCE TO BE ADOPTED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF PEORIA, ILLINOIS

On Monday, June 28, 2010, at 5:30 p.m., a public hearing will be held by the Mayor and City Council of the City of Peoria, Illinois, in the Peoria City Hall, 111 S. Capitol Street, Peoria, Illinois, for the purpose of considering and hearing testimony as to the adoption of an ordinance under the provisions of 65 ILCS 5/7-1-13, authorizing the annexation to the City of Peoria, Illinois, of a tract of property comprising approximately 60 acres of land legally described as follows:

Legal Description

(0.089 ± Acres)
Parcel 1 (lying Northeastly of Lot 22 of Pekin Plaza Ext. No. 5

A part of the NW 1/4 of the SE 1/4 of Section 7, T.24N., R.4W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 7; thence N0°24'00"W along the East line of the NW 1/4 of the SE 1/4 of said Section 7, a distance of 173.51 feet to the northeast corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W 1/2 of the SE 1/4 of said Section 7 and the Point of Beginning of the parcel to be described; thence N55°15'00"W along the southeasterly line of said Lot 22, a distance of 81.13 feet, more or less, to the southeasterly Right of Way line of Veterans Drive; thence N39°45'00"E along the southeasterly Right of Way line of Veterans Drive, a distance of 55.18 feet, to the Southeast corner of the SE 1/4 of said Section 7; thence S0°24'00"E along the East line of the NW 1/4 of the SE 1/4 of said Section 7, a distance of 125.82 feet to the Point of Beginning; thence, lying and being in the County of Peoria and State of Illinois, Pin #Part of 11-11-07-400-028

Tract 2 (0.596 ± Acres)

Parcel 1 (lying Easterly of Lot 22 of Pekin Plaza Ext. No. 5
A part of the NE 1/4 of the SE 1/4 of Section 7, T.24N., R.4W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southwest corner of the NE 1/4 of the SE 1/4 of said Section 7; thence N0°24'00"W along the West line of the NE 1/4 of the SE 1/4 of said Section 7, a distance of 149.03 feet to the most southerly corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W 1/2 of the SE 1/4 of said Section 7 and the Point of Beginning of the parcel to be described; thence N0°24'00"W along the West line of the NE 1/4 of the SE 1/4 of said Section 7 and the Easterly line of said Lot 22, a distance of 324.48 feet to the northeast corner of said Lot 22; thence S50°15'00"E along the southeasterly extension of the Northeast-erly line of said Lot 22, a distance of 209.22 feet; thence S39°45'00"W, a distance of 248.02 feet to the Point of Beginning; situate, lying and

Legal Description
(0.089 = Acres)

Parcel lying Northeasterly of Lot 22 of Pekin Plaza Ext. No. 5

A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, T.24 N., R.4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7; thence N024°00'W along the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, a distance of 473.51 feet to the northeast corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 7 and the Point of beginning of the parcel to be described; thence N50°15'00"W along the Northeasterly line of said Lot 22, a distance of 81.13 feet, more or less, to the southeasterly Right of Way line of Veterans Drive; thence N39°45'00"E along the southeasterly Right of Way line of Veterans Drive, a distance of 96.18 feet to a point on the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7; thence S0°24'00"E, along the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, a distance of 125.82 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.

PIN # Part of 11-11-07-400-028

Tract 2

Legal Description
(0.596 = Acres)

Parcel lying Easterly of Lot 22 of the Pekin Plaza Ext. No. 5

A part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, T.24. N., R.4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7; thence N0°24'00"W along the West line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, a distance of 149.03 feet to the most southerly corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 7 and the Point of Beginning of the parcel to be described; thence N0°24'00"W along the West line of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7 and the Easterly line of the said Lot 22, a distance of 324.48 feet to the northeast corner of said Lot 22; thence S50°15'00"E along the southeasterly extension of the Northeasterly line of said Lot 22, a distance of 209.22 feet; thence S39°45'00"W, a distance of 248.02 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.

PIN# Part of 11-11-07-400-028



VETERANS DR.

.033 ACRES

S 50°-15'-00" E
191.13'

Miller Gro

91.13'
22.5'
248.02'
450.0'
25.5'

NEW EXCLUSIVE HOUSING
EASEMENT FOR
Benefit of Lot 21

22

1.114 ACRES

25' EASEMENT TO CILCO

25,945.37

EXCLUSIVE HOUSING
EASEMENT FOR
Benefit of Lot 22

Old

Goodwill

21

2.329 ACRES

EAST LINE NW 1/4 SE 1/4 SEC. 7

324.48'

473.51'

651.55'

24'-00" E

Miller G.

248.02'



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (6/21/2010)

AGENDA ITEM: Proposed City Loan to CUATTRO, LLC.

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Approval of Loan Agreement

BACKGROUND:

Doug Wilson, former CEO at Pekin Hospital, has been involved in developing and marketing a digital radiography technology along with his son, Kevin. Their company's (CUATTRO) hardware and proprietary software products are designed for both the (Human) Medical and Veterinarian fields. When the PEDIF was established, we created a Due Diligence process--see below.

Due Diligence. The most basic requirement to implement PEDIF investments successfully is this: design and put into place a process of due diligence that will assure, to the extent possible, that investments in economic development meet stated objectives. We recommend that "due diligence" consist of the following elements:

- 1. Establish an economic development team** tailored to each economic development project or lead. The team should consist of selected City staff, the Mayor, and legal counsel plus, when appropriate, representatives from the EDAC, the Peoria Area EDC, DCEO, the Chamber of Commerce, or consultants. The team would look at each deal in terms of the factors listed below. *The City Manager conducted the due diligence and made these recommendations to the EDAC. The EDAC endorsed the loan and recommended the same to the City Council.*
- 2. Legal assessment** to ensure that agreements meet federal, state, and local laws and regulations. This assessment may require outside legal advice. *Burt Dancy assisted the City Manager in this step, including the preparation of the loan agreement.*
- 3. Economic impact assessment** will evaluate the return to the community in terms of jobs created, expansion of the tax base, contribution to a diversified employment base, etc. *The company has expanded from less than 5 employees a year ago to 20 today and they are high tech positions. This offers the type of diversified workforce that the EDAC considered in their recommendation of the PEDIF.*
- 4. Business plan assessment** to include a business's financials, capitalization, cash-flow, track record in other communities, management structure, etc. *CUATTRO has verbalized their business plan to the City Manager and the EDAC. A copy of their business plan is attached.*
- 5. Budget impact** in terms of the capacity of PEDIF to assist. *This recommended \$400,000 loan is the first application received for FY 2011 PEDIF funding for which \$2,000,000 was budgeted. The \$400,000 plus interest would be paid back by July 1, 2011.*

The recommended loan to CUATTRO appears to meet the objective of the PEDIF.

LOAN AGREEMENT TERMS:

- 1.) Developer obtains conventional financing for their Inventory.
- 2.) City would loan Developer \$400,000 from the PEDIF (Pekin Economic Development Investment Fund (established at \$2M from General Fund Reserves in FY2011 Budget) at 3 ½% Interest for 1 Year for Receivables.
- 3.) If they add 10 FTE (currently at 20 FTE) before July 1, 2011, the interest rate on the loan is reduced to 2 ½%.
- 4.) The City receives Personal Guarantees from both Doug and Kevin Wilson

FINANCIAL IMPACT: \$400,000 Loan from the FY 2011 PEDIF (General Fund Reserves) to be paid back in 1 annual payment. If additional FTE are generated, the interest rate on the loan is reduced by 1%. Even at 2 ½% interest, the City would be receiving more than if the \$400,000 were invested in a financial institution.

NEIGHBORHOOD CONCERNS: None to City residents

IMPACT IF APPROVED: The rapidly growing high tech company continues to expand in Pekin.

IMPACT IF DENIED: Developer may not expand as quickly or to the same magnitude.

ALTERNATIVES: N/A

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

REQUIRED SIGNATURES

Department Director

Finance Department

(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager

Cuattro Companies Overview

Cuattro Veterinary LLC, after an eighteen month design and development stage, began sales at the end of the first quarter of 2009 with one product which was quickly recognized world-wide as an innovator in the field of digital diagnostic imaging. Combining a portable x-ray generator, power supply, computer, touch-screen controls, and Cuattro's proprietary software into one compact and lightweight package, the Uno is unique in the Veterinary world and a giant leap forward in convenience, image quality, and portability at a cost which is more than competitive with bulkier, more complex, and less flexible products. Systems are currently in place in Europe, the Middle East, Australia, the Pacific Rim, Canada, and South America.

Restricted from selling in the United States until April 2011 by a noncompete related to the sale of another company, Cuattro Veterinary has been successful in designing, manufacturing, and deploying an exciting array of new technology worldwide at a time of extreme financial distress in most economic sectors.

While successfully selling the Uno 1600 Equine product, Cuattro Veterinary completed development, premarket testing, and deployment of an additional four systems which provide a full range of imaging options to Veterinarians in both the equine and small animal fields. With a network of five distributors worldwide, the company had sales for its initial nine month period of over \$3.4 million with gross margins of 41% and Net Income of 17%.

Cuattro opened its world-wide operations headquarters in Pekin in March 2009. In the 15 months since, it has grown from two people in 700 square feet, to fifteen local employees in a newly renovated 5,600 square foot facility which includes a fully equipped x-ray room and technology testing facilities. The company continues to add new employees with skills from medical technology, information systems, systems networking, and computer software design to clerical, regulatory compliance, safety, and sales.

With a full range of products available in calendar year 2010, projected gross sales are \$8.8 million with gross margin of 32% and net income percentage of 14%. When the noncompete expires in April 2011, Cuattro will enter the US (the world's largest market in this field) and the projections grow even faster. Net income for Q1 2010 is approximately \$300,000.

Of additional interest are Veterinary's two sister companies, Cuattro Software and Cuattro Medical. All Cuattro imaging systems are operated by and all images are processed by proprietary software designed from the ground up by our software company. This software, far more intuitive and user-friendly than any other on the market, produces finished digital images second to none regardless of the size or age of the competitor.

While making Cuattro Veterinary products exceptionally attractive world-wide, our software also recently gained FDA clearance for use in the human market. This cleared the way for the activation of our Cuattro Medical, LLC which had its first sale and installation of a full Digital Xray system into the practice of Drs. Lee and Paul Kinsinger in Washington, Illinois. With a target market below that in which the large manufacturers have shown the drive to penetrate (Primary Care Physician Practices, small-to-

medium Orthopedic Groups, Urgent Care Clinics, etc.) the potential for Cuattro Medical to grow rapidly is almost limitless. In addition to acquiring and processing the images for the local practitioner, Cuattro has established a world class archiving and retrieval server network in our Pekin offices to serve the image storage/sharing/retrieval needs of our customers world-wide.

In every sector of use, the day of film, processors, chemicals and the other drawbacks of traditional xray imaging is ending. The demand by patients, regulators, and payors is rapidly driving the move to high quality digital images which can move rapidly through the system, provide more timely diagnosis and treatment, do this at less cost and without the need for rooms full of old files, and contain costs.

The market is ripe for a company which can source the physical equipment at reduced price and pair it with a software package flexible enough to be at the head of the pack in any field of diagnostic endeavor.

The Cuattro family of companies, funded entirely by private capital from the founders and located here in Pekin, is building for a long term future with continuing growth for Cuattro and the Pekin community.



CloudDR™ motorized U-arm • digital radiography by **SAMSUNG**

Better. Affordable.

When Cuattro and Samsung set out to design a brand new category of digital radiography, we began by asking questions. You answered. What we heard was surprisingly simple. "Better... for less, please. Perfect images. Intuitive software. Reliable. Web powered. Cloud based DICOM workflow. And one more thing... can you please make it for half the cost of those other big companies?" A big challenge, to be sure. But our talented team is known all over the world for delivering what others find to be impossible. Today, the challenge is met. Better. Affordable. CloudDR... enjoy.



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CloudDR™ Features:

GENERATOR

• 100% digital, no film, no darkroom
• 100% automatic, no manual intervention
• 100% motorized, no manual intervention
• 100% wireless, no cables
• 100% portable, no fixed installation
• 100% compact, no bulky components
• 100% easy to use, no complex controls
• 100% easy to deploy, no heavy lifting
• 100% easy to maintain, no service calls
• 100% easy to integrate, no IT headaches
• 100% easy to upgrade, no downtime

X-RAY TUBE

• 100% digital, no film, no darkroom
• 100% automatic, no manual intervention
• 100% motorized, no manual intervention
• 100% wireless, no cables
• 100% portable, no fixed installation
• 100% compact, no bulky components
• 100% easy to use, no complex controls
• 100% easy to deploy, no heavy lifting
• 100% easy to maintain, no service calls
• 100% easy to integrate, no IT headaches
• 100% easy to upgrade, no downtime

UNIVERSAL STAND

• 100% digital, no film, no darkroom
• 100% automatic, no manual intervention
• 100% motorized, no manual intervention
• 100% wireless, no cables
• 100% portable, no fixed installation
• 100% compact, no bulky components
• 100% easy to use, no complex controls
• 100% easy to deploy, no heavy lifting
• 100% easy to maintain, no service calls
• 100% easy to integrate, no IT headaches
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• 100% easy to use, no complex controls
• 100% easy to deploy, no heavy lifting
• 100% easy to maintain, no service calls
• 100% easy to integrate, no IT headaches
• 100% easy to upgrade, no downtime



A Smarter direction in Digital Radiography. Better and Affordable.

CloudDR offers the simple, beautiful, modern experience that healthcare providers and patients deserve, in an easy to use, easy to deploy "U-arm" form factor. Automatic and motorized, CloudDR maintains constant alignment between the x-ray and the imaging receptor, while providing for nearly limitless flexibility to position patients for standing, sitting, horizontal, weight-bearing, and off axis-angle projections. Simple, flexible, and elegant, CloudDR excels in all environments, from emergency rooms to private offices. CloudDR is better and affordable... without compromise.



Cuattro, LLC • USA • phone: 309.349.8901

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**CITY OF PEKIN / CUATTRO
LOAN AGREEMENT**

This Loan Agreement ("Agreement") is entered into this _____ day of June, 2010, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the "City"), and Cuattro, LLC., Cuattro Veterinary, LLC., Cuattro Software, LLC, and Cuattro Medical, LLC, (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the Developer owns and operates a company, currently located in Pekin, making high tech medical equipment; and

WHEREAS, the Developer wishes to expand the company, increasing both manufacturing, sales, and employees, all to the benefit of the City; and

WHEREAS, the City has an interest in the continued health and development and increase employment of the Developer, within the City of Pekin; and

WHEREAS, the City 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, pursuant to its home rule power, the City proposes to promote the further development of the Project and believes it in the best interest of the citizens of the City to enter into this Agreement.

WHEREAS, without the assistance of the City as set forth in this Agreement, the Developer might not undertake the Project, or may seek to move the company to another area where assistance is available; and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, the parties agree as follows:

1. The City shall loan the Developer \$400,000 from the City's PEDIF fund, with 3 1/2% interest for one year. The Loan shall be repaid on or before June 30, 2011. Provided however, if Developer achieves an additional ten (10) full time employees, (current FTE is 20), at the business, on or before June 30, 2011, the interest rate on the loan shall be reduced to 2 1/2 %, for purposes of payoff. The loan shall be repaid in one installment as shown on Exhibit A, being a promissory note, attached hereto and incorporated herein by this reference.

2. The borrowing base for access to the principal shall be 65% of accounts receivable, and calculated as per the borrowing base certificate for Cuattro LLC, attached hereto as Exhibit B. There shall be no prepayment penalty on early repayment of loan.

3. This City Loan is contingent upon the Developer executing said promissory note, as well as a security agreement, acceptable to the City and for the benefit of the City, on its receivables, inventory, and other personalty, as shown on attached Exhibit C, as security for the loan from the City. Developer shall also provide financial information on a business plan acceptable to the City.

The City shall also receive personal guarantees from Doug Wilson and Kevin Wilson, as shown on Exhibit D, attached herein and incorporated by reference.

4. During the period of this loan, and for at a minimum of three (3) years thereafter, the Developer, in good faith, commits to keeping its operation within the City of Pekin, and further working with the City towards a potential permanent site for the operation.

5. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and Developer.

6. Neither the agreement nor the loan commitment shall be assigned without the express written consent of the City, which shall not be unreasonably withheld.

7. Notices of demand 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 (with copies to the City Attorney), or to the Developer at _____ 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. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

9. The City and the Developer agrees 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 Agreement.

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

CITY OF PEKIN, ILLINOIS,
an Illinois Municipal Corporation

By: _____

Its: _____

Cuattro, LLC

an _____

By: _____

Its: _____

Cuattro Veterinary, LLC

An _____

By: _____

Its: _____

Cuattro Software, LLC

An _____

By: _____

Its: _____

Cuattro Medical, LLC

An _____

By: _____

Its: _____

EXHIBIT A

ORIGINAL PROMISSORY NOTE

\$400,000.00 _____, 20__

FOR VALUE RECEIVED, the undersigned Cuattro, LLC, an Illinois Limited Liability Company, ("Maker") promises to pay to the order of City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of FOUR HUNDRED THOUSAND (\$400,000.00) and no/100 DOLLARS, payable as follows:

<u>Year</u>	<u>Beginning Balance</u>	<u>Interest</u>	<u>Payment</u>	<u>Ending Balance</u>
1	\$400,000.00 @ 3.5%	\$14,000.00	\$414,000.00	0

<u>Year</u>	<u>Beginning Balance</u>	<u>Interest</u>	<u>Payment</u>	<u>Ending Balance</u>
1	\$400,000.00 @ 2.5%	\$10,000.00	\$410,000.00	0

Interest shall be payable at the rate of 3.5% per annum (or 2.5% if applicable) and shall be payable in full by June 30, 2011.

City of Pekin and Maker have agreed to cause credit toward these payments due from Maker as agreed in separate Loan Agreement up to \$400,000.00 over the course of this Note. The Maker reserves the right to accelerate the payment of principal by paying any amount at any time hereafter without any prepayment penalty.

Upon any default in any payment to be made herein, the entire balance then due may, at the option of the holder hereof, become immediately due and payable without notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 3.5% per annum while such default exists.

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

By: _____

EXHIBIT B

BORROWING BASE CERTIFICATE

The monthly borrowing base on receivables will be 65%.

Borrowing Base Certificate

To fulfill the requirements of the Line of Credit Note and Agreement dated _____, between **Cuattro LLC** and City of Pekin, the undersigned hereby certifies that as of the close of business on _____ the following calculations are true and correct:

(A) Total Accounts Receivable:		\$	-
(B) Less Ineligible Accounts:			
(1) Accounts over 90 days		\$	-
(C) Total Eligible Accounts Receivable (A - B)		\$	-
(D) Accounts Receivable Advance Rate (65.0%)	C x .65	\$	-
(E) Total Borrowing Base (Line D		\$	
(F) Current Line of Credit Balance		\$	
(G) Available amount on Line (E - F)		\$	
(H) Draw Request (not to exceed line G)		\$	

** Line of Credit balance must be equal to or less than the Total Borrowing Base to remain in compliance with the Line of Credit Note and Agreement.

No event of default as specified in said Credit Agreement has occurred or is continuing.

Cuattro LLC

Signed _____

Title _____

President

Date _____

EXHIBIT C

COMMERCIAL SECURITY AGREEMENT

DEBTOR NAME AND ADDRESS

SECURED PARTY NAME AND ADDRESS

Type: ☐ individual ☐ partnership ☐ corporation ☒ LIMITED LIABILITY COMPANY
 State of organization/registration (if applicable) _____
☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is _____.
 SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☐ Debtor ☒ _____ (Borrower) owes to Secured Party:

☒ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

\$400,000.00 loan, as evidenced by promissory note dated _____, 2010.

☐ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☒ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☒ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☒ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☒ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☐ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

SECURED PARTY

GENERAL PROVISIONS. Each Debtor obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will be in default if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party requires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT D

PERSONAL GUARANTEES

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	NUMBER
DOUG WILSON		Amount: 100% of indebtedness
		Date: _____

GUARANTY

DATE. The date of this Guaranty is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of **CUATTRO, LLC** (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

Specific Debts. The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: \$400,000.00 from the City of Pekin, to Cuattro, LLC, as evidenced by a Note of even date herewith and any extensions, modifications, renewals or replacements thereof (Indebtedness).

Exclusions. Guarantor's liability will not exceed 100% of the Indebtedness, plus accrued interest on the principal outstanding and all other costs, attorneys fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness. Guarantor shall be liable for all attorneys' fees, collection costs and enforcement expenses referable to the enforcement or protection of Lender's rights and remedies under this Guaranty.

SECURITY.

The Guaranty is unsecured.

ADDITIONAL PROVISIONS.

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof. The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefitted by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revoked this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmaturing, will become immediately due and payable without demand or notice thereof.

4. Indebtedness may be created and continued in any amount, whether or not in excess of such principal

amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmitted document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantor's, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer or any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under C 1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy position interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower's discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of Borrower to Lender have been paid in full, the Guarantor waives any claim,

remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower's debt, whether or not such claim remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor's property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State of Illinois. The Guarantor waives notice of the Lender's acceptance hereof.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty. Guarantor also acknowledges, receipt or a copy of this Guaranty.

GUARANTOR:

DOUG WILSON

By: _____

Its: _____

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	NUMBER
KEVIN WILSON		Amount: 100% of indebtedness
		Date: _____

GUARANTY

DATE. The date of this Guaranty is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of **CUATTRO, LLC** (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

Specific Debts. The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: \$400,000.00 from the City of Pekin, to Cuattro, LLC, as evidenced by a Note of even date herewith and any extensions, modifications, renewals or replacements thereof (Indebtedness).

Exclusions. Guarantor's liability will not exceed **100%** of the Indebtedness, plus accrued interest on the principal outstanding and all other costs, attorneys fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness. Guarantor shall be liable for all attorneys' fees, collection costs and enforcement expenses referable to the enforcement or protection of Lender's rights and remedies under this Guaranty.

SECURITY.

The Guaranty is unsecured.

ADDITIONAL PROVISIONS.

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.
2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof. The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefitted by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.
3. If the Guarantor is dissolved or becomes insolvent, however defined, or revoked this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.
4. Indebtedness may be created and continued in any amount, whether or not in excess of such principal

amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmitted document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantor's, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver, adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer or any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under C 1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. "Indebtedness" shall include post-bankruptcy position interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower's discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of Borrower to Lender have been paid in full, the Guarantor waives any claim,

remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor's obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower's debt, whether or not such claim remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor's business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor's duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor's property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor's name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor's existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor's business and activities. All of Guarantor's property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor's property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State of Illinois. The Guarantor waives notice of the Lender's acceptance hereof.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty. Guarantor also acknowledges, receipt or a copy of this Guaranty.

GUARANTOR:

KEVIN WILSON

By: _____

Its: _____



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (6/21/2010)

AGENDA ITEM: Proposed City Loan on Acquisition of Dragon's Dome Properties

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Approval of Loan Agreement

BACKGROUND:

Avanti's Dome, LLC. would be acquiring 33.12 acres of property, (76,000 S.F.) Dome, attached support building (7,000 S.F.), 4 lighted softball diamonds, concession building and 500+ space parking lot

LOAN AGREEMENT TERMS:

- 1.) Developer obtains conventional financing for approximately \$650,000
- 2.) City would loan Developer \$500,000 from Tourism Fund Reserves (currently \$700,000+) for 5 years at 3 ½% Interest
- 3.) Developer would pay annual loan payment (approximately \$109,150/year) minus credit for growth in additional Hotel-Motel Tax received (annual cap of \$35,000). Credit is additional Hotel-Motel tax generated above \$165,000 (average Hotel-Motel Tax revenue for 3 most recent years)

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
				500,000.00
6/1/2012	114,319.28	34,223.05	80,096.23	419,903.77
6/1/2013	114,319.28	14,696.63	99,622.65	320,281.12
6/1/2014	114,319.28	11,209.84	103,109.44	217,171.68
6/1/2015	114,319.28	7,601.01	106,718.27	110,453.41
<u>6/1/2016</u>	<u>114,319.28</u>	<u>3,865.87</u>	<u>110,453.41</u>	0.00
TOTALS	571,596.40	71,596.40	500,000.00	

<u>Date</u>	<u>Pre-Credit Payment</u>	<u>Max. Credit</u>	<u>Min. Payment</u>
6/1/2012	114,319.28	\$35,000	79,319.28
6/1/2013	114,319.28	\$35,000	79,319.28
6/1/2014	114,319.28	\$35,000	79,319.28
6/1/2015	114,319.28	\$35,000	79,319.28
6/1/2016	114,319.28	\$35,000	79,319.28

**CITY OF PEKIN / AVANTI'S
LOAN AGREEMENT**

This Loan Agreement ("Agreement") is entered into this _____ day of _____, 2010, by and between the City of Pekin, Illinois, a municipal corporation (hereinafter referred to as the "City"), and Avanti's Dome, LLC an Illinois limited liability company (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the City and Developer have interest in redevelopment of a 33 +/- acre parcel of property located just north of Court Street along Griffin Avenue and consisting of the Dragon's Dome, outside baseball facilities and related structures and appurtenances (the "Project"); and

WHEREAS, to facilitate the purchase and the redevelopment of the Project and in furtherance of Developer's other contractual interests, the City agreed to provide certain assistance as set forth in the Agreement, including providing a Loan to the Developer for purposes of acquiring and improving the facilities on the Project Site and applying certain tax increments to the repayment of the Loan; and

WHEREAS, the City 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, pursuant to its home rule power, the City proposes to promote the further development of the Project and believes it in the best interest of the citizens of the City to enter into this Agreement.

WHEREAS, without the assistance of the City as set forth in this Agreement, the Developer would not undertake the Project, and

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, the parties agree as follows:

1. The City shall loan the Developer \$500,000 from the City's Tourism Fund at 3 1/2% interest to be paid back in five (5) annual payments. The Loan shall be repaid in annual

installments as shown on Exhibit A attached hereto and incorporated herein by this reference and shall be paid in full on or before June 1, 2016. The first annual payment shall be made on or before June 1, 2012 the "City Loan".

2. There shall be no prepayment penalty on early repayment of loan. In addition, should the Dome business operation be terminated, for a period in excess of 60 days, at any time during the life of this agreement, the City shall have the option of declaring all balances immediately due and payable on the City Loan to the Developer.

3. Increased Hotel-Motel Tax in the City of Pekin will be "credited" against the annual payments as follows:

- a. For the 3 years (FY2007, 2008 and 2009) prior to FY 2010, the City brought in \$178,631, \$145,175, and \$172,446 in Hotel-Motel Tax Revenue or an average of \$165,417/year. For purposes of establishing this annual credit to the Developer for all years the formula for determining the credit uses an even \$165,000 for creating the base amount.
- b. For the first annual payment due June 1, 2012, the actual Hotel-Motel tax collected from May 1, 2011 through April 30, 2012 shall be utilized. This annual calculation shall be consistent in the 2nd, 3rd, 4th, and 5th years of the Agreement. Should the Holiday Inn Express not be open by May 1, 2011, the base amount of \$165,000 shall be adjusted for purposes of computing the credit.
- c. Any Hotel-Motel tax growth in a completed fiscal year in which the loan payments is due, is credited and deducted from the next annual payment due and applied toward amounts due from the Developer. The actual Hotel-Motel Tax Revenue for the fiscal year less the base amount of \$165,000 will equal the amount of the credit to be applied. If the actual Hotel-Motel Tax Revenue for a fiscal year is less than the base amount of \$165,000 (subject to any adjustments for the Holiday Inn Express not opening by May 1, 2011), then no credit is available for the Developer to apply against the annual payment.
[Example: City Loan payment due June 1, 2012 = \$109,150. Assume H-M tax revenue received 5/1/11-4/30/12 = \$200,000.
\$200,000 less \$165,000 = \$35,000 credit
Annual City Loan payment= \$109,150 - \$35,000 = payment due of \$74,150/]

- d. The maximum annual amount of Hotel-Motel Tax that can be “credited” is \$35,000 in each of the five years of the loan.
- e. The City shall obtain the Hotel-Motel tax reports filed with the appropriate taxing body’s clerk and provide to Developer and the City of Pekin’s Treasurer the amount of the credit available for payment of the Loan. In the event of substantial Hotel-Motel increase which the City can verify to the Developer’s reasonable satisfaction as being directly attributable to other than this Project, both parties agree to negotiate an appropriate amount to be deducted from the “credit”.
- f. Should the City increase or decrease the rate of the Hotel-Motel Tax during the life of this agreement, all amounts shall be prorated down or up based on the current five percent (5%) hotel-motel tax rate and revenue figures. For example if the rate goes to six percent (6%) the amount used to calculate the eligible “credit” should be 5/6 of the Hotel-Motel tax revenue receipt for the applicable period.
- g. If the City gets a new hotel during the life of this agreement, the threshold amount is modified as follows:
 - 1) If that hotel is less than 100 rooms, we increase the starting amount by +\$25,000 annually (\$165,000 + \$25,000 = \$190,000).
 - 2) If that hotel has over 100 rooms the threshold number would increase by \$35,000 to \$200,000.

The base amount should be adjusted on a prorated basis for the fiscal year in which the hotel opens. The maximum annual amount of Hotel-Motel Tax that can be “credited” would remain at \$35,000 annually.

4. This City Loan is contingent upon the Developer having proof of all financing in place necessary to close the property and having executed an asset purchase agreement with the present owner.

5. The Developer shall provide to the City, the following - a promissory note as on attached Exhibit “B”, a first mortgage on the project as shown on attached Exhibit “C”, and a personal guarantee as shown on attached Exhibit D. The Developer also agrees to submit a business plan with financial information at least two business days prior to any action on this agreement. Said

plan must be approved by the City Manager or their designee.

6. During the time that the City provides financing to the Developer, the City shall have the following available to them at no charge provided however the City and its users shall comply with any reasonable rules and regulations as to the use of the Dome and meeting rooms:

a. The City shall be guaranteed the utilization of the Dome annually for one (1) Saturday in January as well as two (2) other weekend dates (one Saturday and one Sunday) during the remainder of the year, and up to four (4) weeknights during the remainder of the year.

b. In addition, the City will be able to schedule meeting rooms accommodating up to 75 persons for up to four (4) occasions during a total of not more than four (4) weekdays for a maximum of forty (40) hours for meetings per year. The City shall be able to use all four (4) softball diamonds one (1) weeknight per year as well as individual diamonds on up to six (6) days per year.

c. The Developer will also make the Dome available (and heated in the winter) from 7 A.M. to 8:30 A.M. for walkers at a minimum from Monday through Friday, except for other scheduled events wherein availability for walkers would significantly interfere with the planned activities. The developer shall post on the front door as well as their webpage those exceptions.

d. Any food, beverages or site oriented novelties to be offered during City use shall be supplied at market retail pricing by Developer or its assigned vendor.

e. All uses by City shall require the City to book the use dates and times with Developer at least ninety (90) days in advance and are subject to not being available due to prior bookings or block outs by the Developer.

7. During the time that the City Loan remains outstanding to the Developer, in the event the Developer obtains a bona fide offer for the purchase and sale of all of the Developer's interest in the Project, the Developer shall notify the City of the price and all other terms and conditions of the proposed sale. The City shall have thirty (30) days from receipt of said notice to accept the purchase on the terms stated in the notice. In the event the City accepts the purchase, the parties shall close on the purchase within sixty (60) days of the City's acceptance. If the City fails to accept the purchase within the time herein permitted, then the Developer will be free to enter into a contract to sell the Project to the third party on the terms stated in the notice for a period of sixty (60) days from the expiration of the City's permitted time to accept the offer. If the

Developer does not enter into a contract to sell the Project to the third party within such sixty (60) day period or if the sale to the third party is not completed within two hundred eighty (280) days from the expiration of the City's permitted time to accept the offer, then the Developer must follow this procedure for any subsequent offers for purchase and sale of the Project. Furthermore, the Project shall not be sold, assigned, or otherwise transferred, during the term of this Agreement, without the express written consent of the City, which said consent shall not be unreasonably withheld, delayed or conditioned, provided, however, and notwithstanding the forgoing, the Developer may sell, assign, or otherwise transfer the Project to a third-party without consent from the City, so long as: (a) the Developer complies with the Right Of First Refusal provisions of this Paragraph 7, and (b) the City Loan is paid in full at or prior to the closing of the Developer's sale to a third-party. In the event of such a sale, this Agreement will terminate on the date that the Project is sold, unless the City consents to assignment of this Agreement to the third-party purchaser, which said consent shall not be unreasonably be withheld, delayed or conditioned. Further, this Agreement is deemed_terminated at such time as the Developer pays the City loan in full.

8. Developer agrees not to protest real estate tax valuations without the consent of the City, which said consent shall not be unreasonably be withheld. The above shall not prohibit a protest this year based upon a significant difference between the purchase price and the current assessed valuation, and the continuance of the current protest and appeal.

9. City will cooperate with the Developer to facilitate efforts to add sustainable "Green" improvements and to reduce energy usage.

10. City will cooperate with the Developer's efforts to obtain grants or other program resources to facilitate improvements to outdoor facilities used by public. Said cooperation may include joint applications.

11. City will work with the Developer and Pekin Visitor Bureau in promotion of Tournaments and large events. The Developer agrees to work with the City, Peoria Area Visitor's and Convention Bureau (PAVCB), Pekin Park District, EastSide Centre (East Peoria) and possibly others to coordinate events utilizing multiple venues. The Developer shall use best efforts to not compete with activities put on by the Pekin Park District. The Developer agrees to participate in quarterly coordination meetings with the City and other agencies to promote the Project.

12. The City will rebate local sales (currently 2 ½%) tax during the life of the City Loan term only for capital improvements greater than ten thousand dollars (\$10,000), not for smaller improvements nor maintenance. The Developer shall notify the City of such capital improvements projects.

13. Entire Agreement. The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and Developer.

14. Neither this agreement, nor the Project, nor any property included in the Project may be assigned without the express written consent of the City.

15. Notices of demand 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 (with copies to the City Attorney), or to the Developer Attn: Albert Zeller, 4711 N. Rockwood Rd., Peoria, IL 61615, 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.

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

18. The City and the Developer agrees 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 Agreement.

19. The City's agreement to provide the loan, on terms previously stated, is valid and effective until July 31, 2010. If Developer conditions have not been met by then, and the funds transferred, the City's commitment shall terminate, effective that date.

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

CITY OF PEKIN, ILLINOIS,
an Illinois Municipal Corporation

By: _____

Title: _____

Avanti's Dome, LLC
an Illinois limited liability company

By: _____

EXHIBIT A

LOAN REPAYMENT SCHEDULE (No Hotel-Motel Tax Gain) ***

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
				500,000.00 ***
6/1/2012	114,319.28	34,223.05	80,096.23	419,903.77
6/1/2013	114,319.28	14,696.63	99,622.65	320,281.12
6/1/2014	114,319.28	11,209.84	103,109.44	217,171.68
6/1/2015	114,319.28	7,601.01	106,718.27	110,453.41
6/1/2016	114,319.28	3,865.87	110,453.41	0.00
TOTALS	571,596.40	71,596.40	500,000.00	

LOAN REPAYMENT SCHEDULE (If Hotel-Motel Tax Cap Attained)

<u>Year</u>	<u>Pre-Credit Payment</u>	<u>Max. Credit</u>	<u>Min. Payment</u>
1	114,319.28	\$35,000	79,319.28
2	114,319.28	\$35,000	79,319.28
3	114,319.28	\$35,000	79,319.28
4	114,319.28	\$35,000	79,319.28
5	114,319.28	\$35,000	79,319.28

First Annual Payment is due Before June 1, 2012

Second Annual Payment is due Before June 1, 2013

Third Annual Payment is due Before June 1, 2014

Fourth Annual Payment is due Before June 1, 2015

Fifth Annual Payment is due Before June 1, 2016

*** (to be adjusted based and on the date the note is signed)

EXHIBIT B

PROMISSORY NOTE

\$500,000.00

_____, 2010

FOR VALUE RECEIVED, the undersigned Avanti's Dome, LLC, ("Maker") promises to pay to the order of City of Pekin, 111 S. Capitol St., Pekin, IL 61554, or at such other place or places as the holder of this Note may from time to time designate, the principal sum of FIVE HUNDRED THOUSAND (\$500,000.00) and no/100 DOLLARS, payable as follows:

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
				500,000.00
6/1/2012	114,319.28	34,223.05	80,096.23	419,903.77 ***
6/1/2013	114,319.28	14,696.63	99,622.65	320,281.12
6/1/2014	114,319.28	11,209.84	103,109.44	217,171.68
6/1/2015	114,319.28	7,601.01	106,718.27	110,453.41
<u>6/1/2016</u>	<u>114,319.28</u>	<u>3,865.87</u>	<u>110,453.41</u>	0.00
TOTALS	571,596.40	71,596.40	500,000.00	

Interest shall be payable at the rate of 3.5% per annum and shall be payable annually for the period of five (5) years hereafter. The first annual payment shall be due on June 1, 2012 and continue on a annual basis thereafter for a total five annual payments.

City of Pekin and Maker have agreed to cause credit toward these payments due from Maker as agreed in separate Loan Agreement up to \$175,000.00 over the course of this Note. The Maker reserves the right to prepay any or all of the principal at anytime without any prepayment penalty.

Upon any default in any payment to be made herein and after expiration of a 10 day cure period, the entire balance then due may, at the option of the holder hereof, become immediately due and payable with notice, and on any such default, the principal then remaining unpaid with accrued interest shall bear interest at the rate of 3.5% per annum while such default exists.

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

Avanti's_Dome, LLC

By: _____

*** (to be adjusted based on the actual closing date)

MORTGAGE

MORTGAGE

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for annual payments, in the amount of, one hundred fourteen thousand, three hundred nineteen and 28 cents (\$114,319.28) with an interest rate of 3 1/2 % (three and one-half Percent) per annum, payable Annually, with the full debt, it not paid earlier, due and payable on, June 1, 2016. This Security Installment secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage to Lender the following described property located in TAZEWELL County, Illinois:

Parcel 1:

Parcel 1:

Lot 25 of Pekin Plaza Extension Number Four, a subdivision of part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, all in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83; more particularly described as follows:

Part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension Number One, being a Subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of said Lot 9, a distance of 35.50 feet; thence North 00 degrees 39 minutes 24 seconds East, a distance of 54.00 feet to the Point of Beginning of the tract to be described; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet; thence North 00 degrees 22 minutes 35 seconds West, a distance of 578.49 feet; thence North 58 degrees 30 minutes 23 seconds West, a distance of 544.06 feet; thence South 89 degrees 20 minutes 36 seconds West, a distance of 364.00 feet; thence South 0 degrees 39 minutes 24 seconds East, a distance of 858.00 feet; thence South 45 degrees 39 minutes 24 seconds East, a distance of 14.14 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 615.50 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Parcel 2:

Parcel 2:

Lot 27 of Pekin Plaza Extension Number Four, a part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, all in Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 83, more particularly described as follows:

Part of the West Half of the Northeast Quarter and part of the East Half of the Northwest Quarter all in Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension Number One, being a Subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North ~~line of Lot 9 of said Pekin Plaza Extension Number One~~, a distance of 35.50 feet; thence North 0 degrees 39 minutes 24 seconds East, a distance of 54.00 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet to

the Point of Beginning of the tract to be described; thence North 0 degrees 22 minutes 35 seconds West, a distance of 1698.95 feet to a point on the Southwesterly R.O.W. line of the New York Central Railroad; thence South 56 degrees 14 minutes 55 seconds East along the Southwesterly R.O.W. line of the New York Central Railroad, a distance of 395.35 feet; thence in a Southeasterly direction along the Southwesterly R.O.W. line of the New York Central Railroad on a curve to the left having a radius of 3471.03 feet for an arc distance of 524.36 feet; thence South 0 degrees 22 minutes 35 seconds East, a distance of 520.40 feet; thence South 89 degrees 20 minutes 35 seconds West, a distance of 785.00 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

Parcel 3:

Parcel 3:

Outlot A of Pekin Plaza Extension Number Four, a subdivision of part of the East Half of the Southwest Quarter of Section 6, a part of the West Half of the Northeast Quarter of Section 7, and a part of the East Half of the Northwest Quarter of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, recorded in Plat Book AAA, page 23; being more particularly described as follows:

Commencing at the Northwest corner of Lot 9 of Pekin Plaza Extension No. One, being a subdivision of part of the East Half of the Northwest Quarter of said Section 7; thence North 89 degrees 20 minutes 36 seconds East along the North line of said Lot 9, a distance of 35.50 feet; thence North 0 degrees 39 minutes 24 seconds West, a distance of 54.00 feet; thence North 89 degrees 20 minutes 36 seconds East, a distance of 196.30 feet; thence North 0 degrees 22 minutes 35 seconds West, a distance of 575.49 feet to the Point of Beginning of the tract to be described; thence North 58 degrees 30 minutes 23 seconds West, a distance of 544.05 feet; thence North 0 degrees 39 minutes 24 seconds West, a distance of 457.87 feet to a point on the Southwesterly R.O.W. line of the New York Central Railroad; thence South 56 degrees 14 minutes 55 seconds East along the Southwesterly R.O.W. line of the New York Central Railroad, a distance of 560.87 feet; thence South 0 degrees 22 minutes 35 seconds East, a distance of 430.65 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, inflatable Dome and all permanent fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. [Intentionally deleted.]
3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to interest due; second, to principal due; and last, to any late charges due under the Note.
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Installment, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender reasonably requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is

economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property within sixty days after the execution of this Security Instrument. Borrower shall not destroy, damage or impair the property, allow the property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and

shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. [Intentionally deleted.]

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the annual payments referred to in paragraph 1 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest In Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a change in the majority interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is

prohibited by federal law as of the date of this Security Instrument. Notwithstanding the foregoing, Lender understands and acknowledges that Borrower may sell certain parcels of the Property ("Out Lots"), which will not be cause to demand immediate payment in full of all sums secured by this Security Instrument. Further, Lender and Borrower each agree to use their best efforts to negotiate the application of such proceeds.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Installment; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Installment and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. [Intentionally deleted.]

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property except in accordance with applicable laws. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal commercial uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Avanti's Dome, LLC

By _____

STATE OF ILLINOIS)
 SS)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that ALBERT S. ZELLER, is the authorized member of Avanti's Dome, LLC, personally appeared before me and is(are) known or proved to me to be the person(s) who, being' informed of the contents to the foregoing instrument, have executed same, and acknowledged said instrument to be the free and voluntary act and deed of Avanti's Dome, LLC and that the executed said instrument for the purposes and uses therein set forth.

Witness my hand and official seal this _____ day of _____.

Notary Public

EXHIBIT D

PERSONAL GUARANTEE

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	NUMBER
AVANTI'S DOME, LLC		Amount: 100% of indebtedness
		Date: _____

GUARANTY

DATE. The date of this Guaranty is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of **AVANTI'S DOME, LLC** (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

Specific Debts. The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: \$500,000.00 from the City of Pekin, to Avanti's, as evidenced by a Note of even date herewith and any extensions, modifications, renewals or replacements thereof (Indebtedness).

Exclusions. Guarantor=s liability will not exceed **100%** of the Indebtedness, plus accrued interest on the principal outstanding and all other costs, attorneys fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness. Guarantor shall be liable for all attorneys= fees, collection costs and enforcement expenses referable to the enforcement or protection of Lender=s rights and remedies under this Guaranty.

SECURITY.

The Guaranty is unsecured.

ADDITIONAL PROVISIONS.

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof. The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefitted by this Guaranty and that the

Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revoked this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or notice thereof.

4. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmitted document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantor's, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer or any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or

otherwise discharged by law. AIndebtedness@ shall include post-bankruptcy position interest and attorneys= fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower=s discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower=s obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of Borrower to Lender have been paid in full, the Guarantor waives any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor=s obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower=s debt, whether or not such claim remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor=s business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor=s duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor=s property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor=s name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender=s prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor=s existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor=s business and activities. All of Guarantor=s property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor=s property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State of Illinois. The Guarantor waives notice of the Lender=s acceptance hereof.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty. Guarantor also acknowledges, receipt or a copy of this Guaranty.

PEO-262202-1

GUARANTOR:

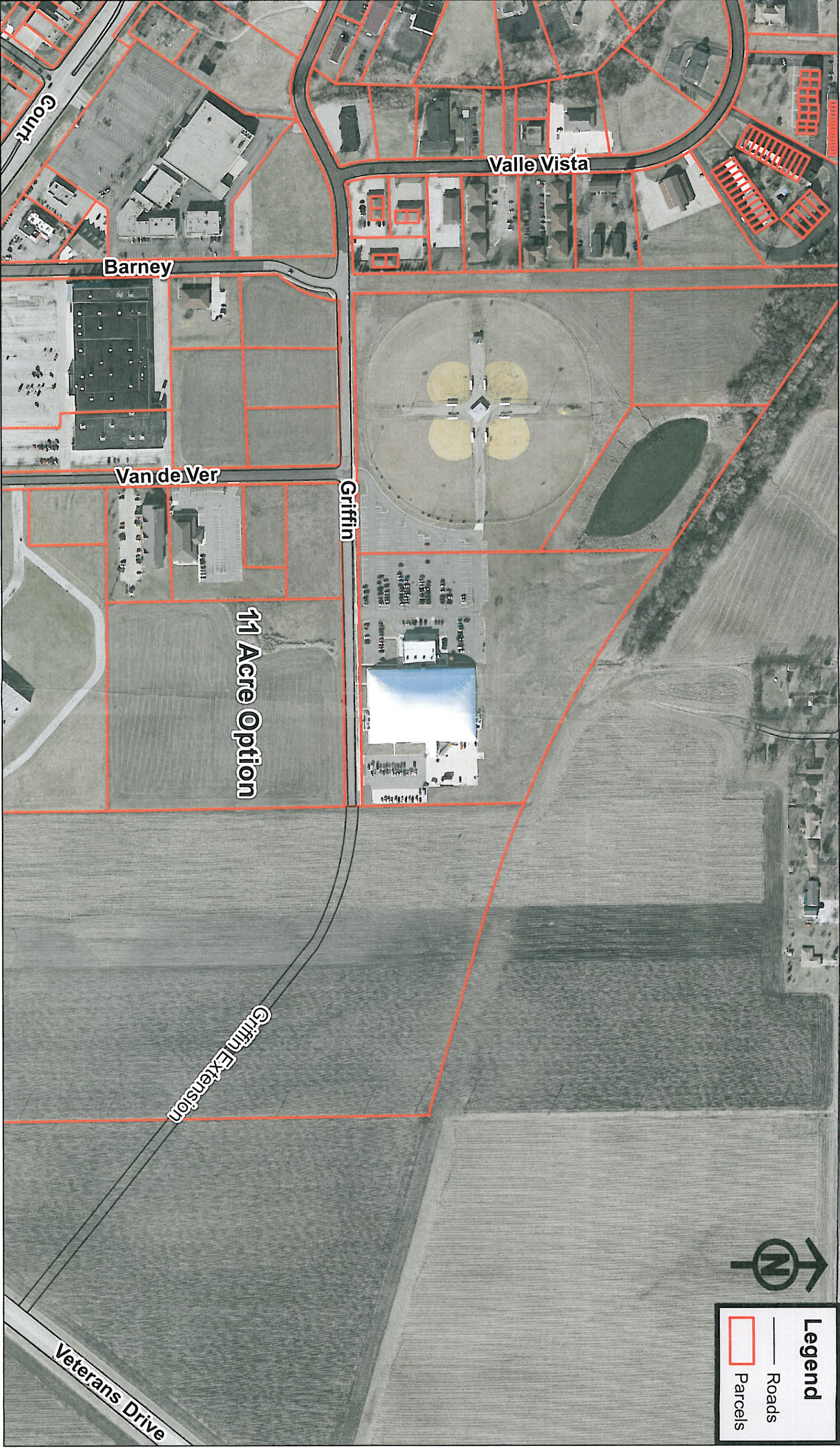
ALBERT ZELLER

By: _____

Its: _____

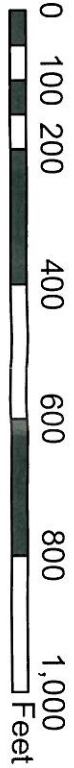


Pekin Dragon Dome



Legend

- Roads
- ▭ Parcels



AVANTI'S DOME

Business Plan



1.1 Executive Summary

The value of the Dome and it's success reaches well beyond the benefits to the ownership and management. As in the past, when successful events are programmed from the Dome, it's of great value to local hotels, restaurants, retail outlets, and area gas stations. One direct result of hotel stays is to the Cities Hotel / Motel tax. The increase of the tax allows the City to increase it's ongoing efforts of bringing tourism attractions and events to Pekin. In regards to the Cities budget, the added sales tax revenues generated at the various establishments, help support the core services that citizens enjoy.

The Dome is located on a thirty-three acre site in Pekin, Illinois. With the marketing plan that will be enacted, the result will be seen in immediate sales increases and profitability in all aspects of the operation of the Dome. This is produced through the various revenue streams from the Dome, which will ultimately increase the value of the property.

The owner and management are also vested in our community as established and committed residents to Central Illinois and Pekin. Their determination is to make this, not only a very profitable endeavor, but adding to the high quality of life that area residents hope for. The entertainment industry is a key part of our lives that we enjoy. The Dome is of great support also to our local athletic teams and school programs from local high schools, colleges and grade schools.

The business plan as presented to you, is a working document that lays a foundation for future success of the facility. This plan is very conservative in nature and will be monitored going forward, again to assure the future success of the Dome. A foundation has been laid, with past events and tournaments, that gives the management team a great start to facilitate large events and tournaments in which to build upon. Marketing efforts will be key as well as individual strategic plans that will be put in place immediately.

The result of improved marketing efforts and rebranding of the facility will create revenue, not only to the Dome but the support businesses located through out the City. Neighboring communities will also receive the benefits for hotel stays, restaurants, and retail due to hotel demands for large events and tournaments.

2.1 Mission Statement

Our mission is to provide the highest quality experience for not only sporting events, but other major events, corporate meetings, receptions, and food service that the community and our region will appreciate. In time, Pekin will be know for it's excellence in our industry and as a hospital and inviting community. The end result will create a very favorable economic climate that all will benefit from.

3.1 Primary assets are:

- Land; 33.12 acres consisting of 3 parcels,
- Freestanding 75,900 Sq.ft. Inflatable Dome including Concrete foundation and artificial turf,
- Freestanding 7,180 Sq.ft. Banquet Hall Building with full commercial kitchen,
- Site improvements; over 500 paved parking spaces, more than adequate utilities, easy access to City and roads,
- Four lighted regulation sized Softball/Baseball Fields
- Freestanding apx. 550 Sq.Ft. Concession Building

There is also opportunity for expansion to the site for future development for the Dome and business support of the sporting industry.

3.2 Key Strategies

There will be many determining factors for success of the Dome. Optimizing the hourly and daily rental of the Dome and fields will be a focus but also better utilization of the banqueting facility and meeting rooms. The facilitation to ongoing activities programmed at the Dome and diamonds will produce the desired return on investment.

3.3 Focused Strategies:

1. The Dome has within its campus multiple opportunities for producing sustained income and profits. Some of those opportunities are; Event Promotions, Dome rentals, outdoor field rentals, and Banqueting services, to name a few.
2. Marketing plans will be incorporated for all areas of financial opportunities. By diversifying areas of marketable services risk is also minimized.
3. Cost measures will be implemented to save in area's of energy costs, staffing of both full and part-time staff, current suppliers, and contract labor.
4. Past customers to the Dome will be the first on the list of contacts to re-establish relationships for upcoming events and to reassure the long term commitment of the new ownership and management.
5. Reinvested funds and labor to upgrade the ball diamonds to tournament standards and also making improvements that the spectators will enjoy for them and their families.
6. To improve relationships with area partners such as; local schools, Not-for-Profit organizations, college sport teams, the Peoria Area Convention and Visitors Bureau and East Side Center and others. Many of the large events and sporting tournaments are of great value to our region not only the community.
7. Increased sales for sponsorship at the Dome and available on the web site.

3.4 Risk Minimization

Risk will be minimized by the successful management team that has allowed Avanti's the great success they have achieved in Central Illinois for the past 40 years. The appropriate response will be taken by staff to control both seen and unseen circumstances. With the vast and diverse opportunities that are available to the Dome with their products and services, risk is greatly minimized.

3.5 Elements of Risk and Management Resources

A very attractive purchase price creates a lower cost basis as compared to the basis from which the original owner and staff experienced. The factors below allow for great capitalization and to reduce exposure to risk. These elements include but are not limited to the following:

- With the experience from the management team, marketing will be a primary focus. The management team will create opportunities to keep the facility programmed and not wait for interested parties to contact the Dome. Lack of true marketing efforts have plagued the operation in the past,
- The owner, general manager, and staff are firmly committed to sports, events, and banqueting, that will attract a new and existing customer base,
- Overhead will be minimized in area's of day to day operations. Products and Services offered will be budgeted individual to optimize profitability,
- Staffing will be minimal at the start to evaluate needs of effective operation while hiring quality and qualified personal. Pekin possesses a strong work force which was attractive to the ownership and management,
- Focus will be upon large events that will be booked well in advance. These events are important not only to the success of the Dome but the eastern corridor, hotels, dining, retail, and miscellaneous purchases,

4.1 Products and Services

The Dome, along with its outside ball diamonds, is one of only a few in the Midwest. The products and service opportunity to Pekin is great and especially to a region that prides itself on sporting and major events. Under the Dome you'll find 2 softball fields, a full soccer field, and an event venue that will accommodate well over 5,000 people. The weekend will focus on large events and tournament play that will attract an audience both locally and Midwest states. Typically, Monday through Thursday will provide a wide range of events, softball leagues, corporate events, and meeting rooms to serve the general public in Pekin and surrounding communities. The banqueting facility will be one of the premier facilities that caters to receptions, parties, and corporate events. With the improvements scheduled for the 4 diamonds, the Dome will be known as one of the premier diamonds in the state of Illinois.

4.2 Future Projections

With a late start under new ownership, 3rd quarter expected revenues is anticipated to be at a loss but with the increase sales of rentable space and improved marketing of the Dome into the winter months, along with revenue increases and cost improvements of the day to day operations will create substantial increase to sales revenue in the 4th, quarter of 2010. The bottom line is the last 6 months of 2011 could reflect a slight loss. The great news is January 2011 through the spring, is the 'peak months' for indoor tournaments and large events. With the management team that's assembled, an overall profit for the first 12 months of new ownership will be realized. Within the first few months of operation in 2010, a 5 year capital investment plan and budget will be also be approved. This capital plan includes not only the 33 acre campus but the potential investment of additional ball diamonds and other developing opportunities. A high priority has been set to bring the quality of the ball diamonds to tournament standards. That standard will be reached within the first few months of operation.

GUARANTOR NAME AND ADDRESS	LENDER NAME AND ADDRESS	NUMBER
AVANTI'S DOME, LLC		Amount: 100% of indebtedness
		Date: _____

GUARANTY

DATE. The date of this Guaranty is _____.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to induce Lender (with its participants, successors and assigns), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of **AVANTI'S DOME, LLC** (Borrower) or to engage in any other transactions with Borrower, the Guarantor hereby absolutely and unconditionally guarantees to the Lender the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

INDEBTEDNESS.

Specific Debts. The Guarantor guarantees to Lender the payment and performance of the debt, liability or obligation of Borrower to Lender evidenced by or arising out of the following: \$500,000.00 from the City of Pekin, to Avanti's, as evidenced by a Note of even date herewith and any extensions, modifications, renewals or replacements thereof (Indebtedness).

Exclusions. Guarantor's liability will not exceed **100%** of the Indebtedness, plus accrued interest on the principal outstanding and all other costs, attorneys fees, and expenses agreed to be paid under all agreements evidencing the Indebtedness and securing the payment of the Indebtedness. Guarantor shall be liable for all attorneys' fees, collection costs and enforcement expenses referable to the enforcement or protection of Lender's rights and remedies under this Guaranty.

SECURITY.

The Guaranty is unsecured.

ADDITIONAL PROVISIONS.

The Guarantor further acknowledges and agrees with Lender that:

1. No act or thing need occur to establish the liability of the Guarantor hereunder, and no act or thing, except full payment and discharge of all indebtedness, shall in any way exonerate the Guarantor or modify, reduce, limit or release the liability of the Guarantor hereunder.

2. This is an absolute, unconditional and continuing Guaranty of payment of the Indebtedness and will continue to be enforceable against the Guarantor, whether or not all Indebtedness is paid in full, until this Guaranty is revoked by written notice actually received by the Lender. Any revocation shall not be effective as to any Indebtedness existing or committed to at the time of actual receipt of notice by the Lender, or as to any renewals, extensions and refinancings thereof. The Guarantor represents and warrants to the Lender that the Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits therefrom and from any loans and financial accommodations resulting from the creation of Indebtedness guaranteed hereby, and that this Guaranty is given for a business purpose. The Guarantor agrees to rely exclusively on its right to revoke this Guaranty prospectively as to future transactions, by written notice actually received by Lender if at any time, the benefits then being received by the Guarantor in connection with this Guaranty are not sufficient to warrant its continuance as a Guarantor as to future Indebtedness. Accordingly, the Lender may rely conclusively on a continuing warranty, hereby made, that the Guarantor continues to be benefitted by this Guaranty and that the Lender has no duty to inquire into or confirm the receipt of any benefits, and that this Guaranty will be enforceable without regard to the receipt, nature or value of any such benefits.

3. If the Guarantor is dissolved or becomes insolvent, however defined, or revoked this Guaranty, then the Lender has the right to declare the full amount of all Indebtedness immediately due and payable, and the Guarantor will forthwith pay the Lender. If the Guarantor voluntarily commences or there is commenced involuntarily against the Guarantor a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, will become immediately due and payable without demand or

notice thereof.

4. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the Guarantor hereunder. The Lender may apply any sums received by or available to the Lender on account of the Indebtedness from Borrower or any other person (except the Guarantor), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts will not reduce, affect or impair the liability of the Guarantor hereunder. If the liability of the Guarantor is limited pursuant to this paragraph 4, any payment made by the Guarantor under this Guaranty will be effective to reduce or discharge its liability only if accompanied by a written transmitted document, received by the Lender, advising that such payment is made under this Guaranty for that purpose.

5. The Guarantor will pay or reimburse the Lender for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the Lender in connection with the protection, defense or enforcement of this Guaranty in any litigation or bankruptcy or insolvency proceedings.

6. Whether or not any existing relationship between the Guarantor and Borrower has been changed or ended and whether or not this Guaranty has been revoked, the Lender may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the Guarantor and without notice to the Guarantor. The liability of the Guarantor will not be affected or impaired by any of the following acts or things (which the Lender is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty, without notice to or approval by the Guarantor): (i) any acceptance of collateral security, Guarantor's, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver adjustment, forbearance, compromise or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other Guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof or substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer or any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the Lender under § 1111(b)(2) of the United States Bankruptcy Code.

7. The Guarantor waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the Guarantor will not assert, plead or enforce against the Lender any defense of waiver, release, estoppel, statute of limitations, res judicata, statute of frauds, fraud, forgery, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the Lender to Borrower or any such other person, whether or not on account of a related transaction. The Guarantor expressly agrees that the Guarantor will be liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision. The Guarantor shall remain obligated, to the fullest extent permitted by law, to pay such amounts as though Borrower's obligations had not been discharged.

8. The Guarantor further agree(s) that Guarantor will be obligated to pay Indebtedness even though any other person obligated to pay Indebtedness, including Borrower, has such obligation discharged in bankruptcy or otherwise discharged by law. AIndebtedness shall include post-bankruptcy position interest and attorneys' fees and any other amounts which Borrower is discharged from paying or which do not accrue to Indebtedness due to Borrower's discharge, and Guarantor will be obligated to pay such amounts as fully as if Borrower's obligations had not been discharged.

9. If any payment applied by the Lender to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied will for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be

enforceable as to such Indebtedness as fully as if such application had never been made.

10. Until the obligations of Borrower to Lender have been paid in full, the Guarantor waives any claim, remedy or other right which the Guarantor may now have or hereafter acquire against Borrower or any other person obligated to pay Indebtedness arising out of the creation or performance of the Guarantor=s obligation under this Guaranty, including, without limitation, any right of subrogation, contribution, reimbursement, indemnification, exoneration or any right to participate in any claim or remedy the Guarantor may have against the Borrower, collateral, or other party obligated for Borrower=s debt, whether or not such claim remedy, or right arises in equity, or under contract, statute or common law.

11. The Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The Lender will not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this Guaranty.

12. The liability of the Guarantor under this Guaranty is in addition to and is cumulative with all other liabilities of the Guarantor to the Lender as Guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides the contrary.

13. To induce Lender to enter into the Loan, Guarantor makes these representations and warranties for as long as Guaranty is in effect. Guarantor is duly organized, validly existing and in good standing under the laws in the jurisdiction where Guarantor was organized and is duly qualified, validly existing and in good standing in all jurisdictions in which Guarantor operates or Guarantor owns or leases property. Guarantor has the power and authority to enter into this transaction and to carry on Guarantor=s business or activity as now conducted. The execution, delivery and performance of this Guaranty and the obligation evidenced by this Guaranty: are within Guarantor=s duly authorized powers; has received all necessary governmental approval; will not violate any provision of law or order of court or governmental agency; and will not violate any agreement to which Guarantor is a party or to which Guarantor is or any of Guarantor=s property is subject. Other than previously disclosed in writing to Lender, Guarantor has not changed Guarantor=s name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender=s prior written consent, Guarantor does not and will not use any other name and will preserve Guarantor=s existing name, trade names and franchises. Guarantor owns or leases all property that Guarantor needs to conduct Guarantor=s business and activities. All of Guarantor=s property is free and clear of all liens, security interests, encumbrances and other adverse claims and interests, except those Lender previously agreed to in writing. Guarantor is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Guarantor or Guarantor=s property, except for those that Guarantor is challenging in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its challenge should Guarantor lose.

14. This Guaranty is effective upon delivery to the Lender, without further act, condition or acceptance by the Lender. It will be binding upon the Guarantor and the successors and assigns of the Guarantor and will inure to the benefit of the Lender and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this Guaranty will not affect other lawful provisions and application hereof, and to this end the provisions of this Guaranty are declared to be severable. Except as allowed by the terms herein, this Guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the Guarantor and the Lender. This Guaranty shall be governed by the laws of the State of Illinois. The Guarantor waives notice of the Lender=s acceptance hereof.

SIGNATURES. By signing under seal, Guarantor agrees to the terms contained in this Guaranty. Guarantor also acknowledges, receipt or a copy of this Guaranty.

GUARANTOR:

ALBERT ZELLER

By: _____

Its: _____



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief [June 17, 2010]

AGENDA ITEM: Ordinance Accepting Agreement to Purchase 830 Brenkman Drive Property

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Approval of the ordinance acquiring property in the amount of \$400,000

BACKGROUND: On October 28, 2009, Council Member Kortkamp, Pat Oberle and I met with Joe O'Brien to discuss a possible City acquisition of the former Fort/Landmark Automobile Dealership at 830 Brenkman Drive.

That 3.67 acre site consists of the (approximately 22 year old) 14,150 S.F. Building with 6,874 SF Office and 6,604 SF Warehouse/Shop, Paved Parking Lot and adjacent undeveloped property.

On November 3, 2009, I took City Inspectors, Fire Department and Public Property's personnel through the building to look at the facility. Although the building has been vacant for several years, it has been heated and well maintained. It appears to meet all City Codes.

On March 23, 2010, Mayor Dunn, Pat Oberle and I met with Mr. O'Brien and his attorney John Elias.

The property is listed at \$1,250,000 but is now marketed for \$1,000,000. The most current assessed value of the property is \$995,800. Within the past month, Mr. O'Brien had an appraisal conducted and it came in at \$1,200,000.

Should the City Council support the acquisition of the 830 Brenkman, it also gives us the potential to utilize some of the undeveloped property for other current and future operations as well as to evaluate the best uses for the existing facilities. However, these future uses would have to be addressed at the appropriate future years.

I would recommend that the acquisition of this property come from the City's closed out TIF 2 Fund (\$900,000), not the General Fund.

FINANCIAL IMPACT: \$400,000 from the TIF 2 Closed out fund.

NEIGHBORHOOD CONCERNS: N/A.

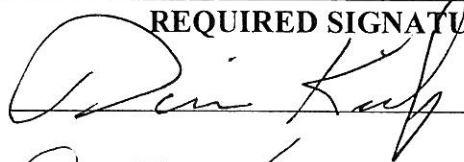
IMPACT IF APPROVED: City could utilize for City operations or as potential Spec Building

IMPACT IF DENIED: Property remains privately owned and the existing structure remains.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Consistent with High Quality of Life theme

REQUIRED SIGNATURES

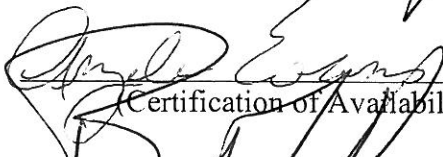
Department Director



6/17/2010

Date

Finance Department

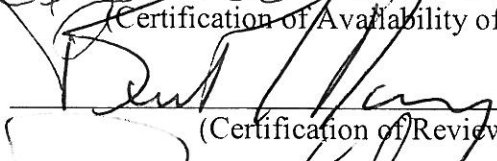


(Certification of Availability of Funds)

6-18-10

Date

Corporation Counsel

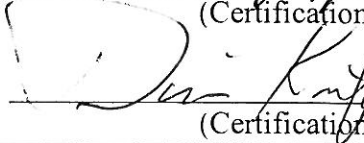


(Certification of Review)

6-19-10

Date

City Manager

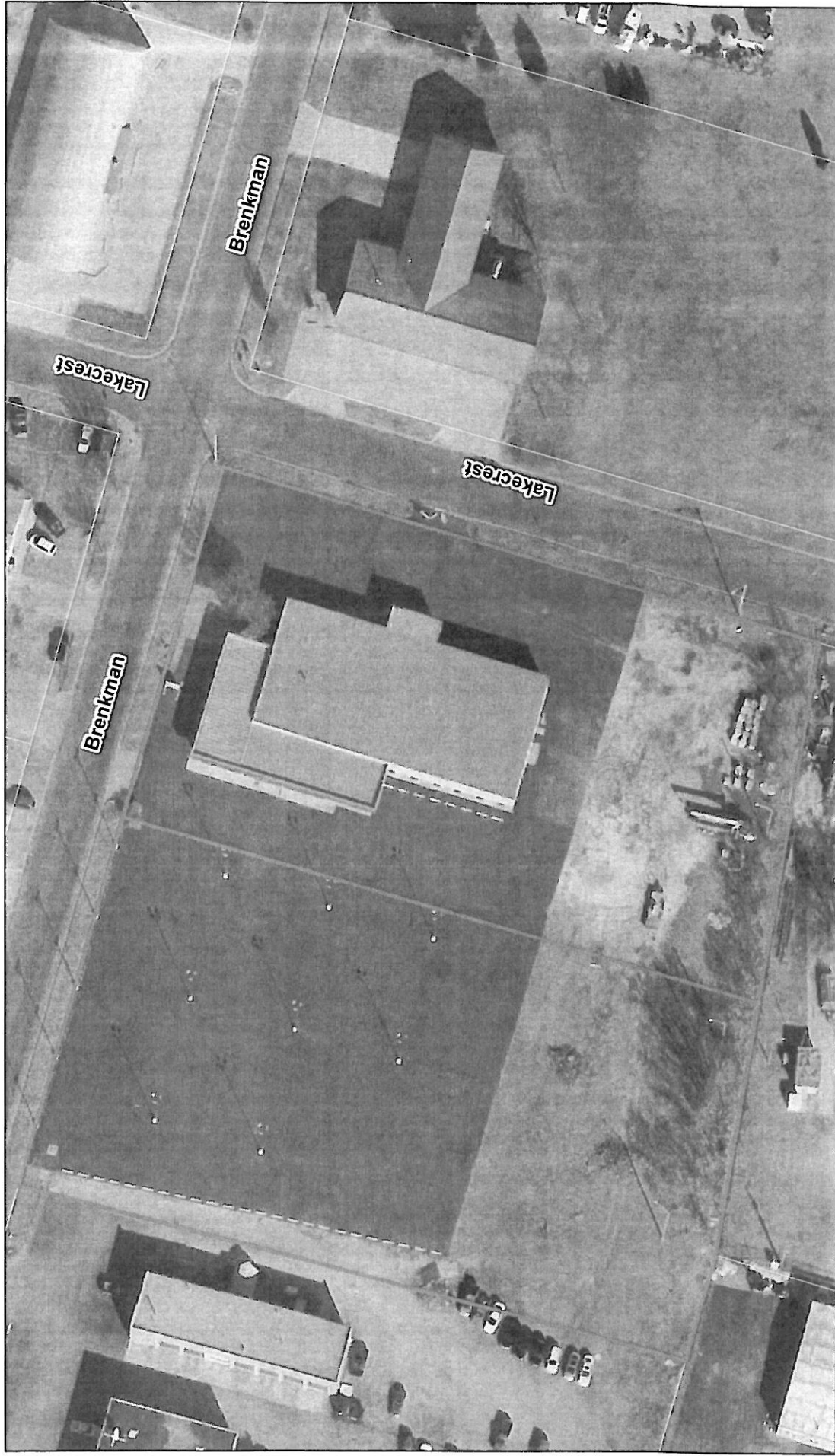


(Certification of Review)

6/21/10

Date

830 Brenkman Drive



1 inch = 50 feet

ORDINANCE NO. 2620-10/11

**AN ORDINANCE ACCEPTING AN AGREEMENT TO PURCHASE
AND AUTHORIZING THE PURCHASE OF REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS**

WHEREAS, KEJM PROPERTIES, LLC, an Illinois limited liability company, (the "Seller") owns the real property commonly known as 830 Brenkman Drive, Pekin, Illinois (the "Property"); and

AND WHEREAS, the City Council deems it in the best interests of the economic development of the community to acquire said real estate; and

WHEREAS, the City Council deems it in the best interests of the general public's health, safety and welfare for the City to acquire said real estate; and

WHEREAS, the CITY OF PEKIN is a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Agreement to Purchase and Sale of Real Property is attached hereto as Exhibit "A" and made a part thereof by reference thereto; 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 Agreement to Purchase and Sale of Real Property between the City and KEJM PROPERTIES, LLC, an Illinois limited liability company, attached hereto as Exhibit "A" and by this reference incorporated herein, for the property

commonly known as 830 Brenkman Drive, Pekin, Illinois for the sum of Four Hundred Thousand (\$400,000.00) Dollars, as provided in the Agreement to Purchase and Sale of Real Property, is hereby accepted by the CITY OF PEKIN, and said real estate shall be purchased from the Seller in accordance with the terms of the Agreement to Purchase and Sale of Real Property.

SECTION III. That the Mayor and City Clerk are hereby authorized, respectively, for and on behalf of the CITY OF PEKIN, to execute and attest the Agreement to Purchase and Sale of Real Property and such other documents as may be necessary to consummate the transaction contemplated herein and in said Agreement to Purchase and Sale of Real Property.

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, approval, and publication as may be required 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 _____, 2010.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is dated as of _____, 2010, between KEJM Properties, LLC, an Illinois limited liability company ("Seller") and the City of Pekin, Illinois, an Illinois municipal corporation ("Purchaser").

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, the real property commonly known as 830 Brenkman Drive, Pekin, Illinois, which real property is described on Exhibit A attached hereto and incorporated herein, together with all buildings, improvements, and fixtures located thereon and all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Real Property"). Seller shall convey merchantable title to the Real Property to Purchaser by special warranty deed, subject to all easements, covenants, restrictions, dedications and conditions of record.

2. Purchase Price. The purchase price of the Real Property ("Purchase Price") shall be Four Hundred Thousand Dollars (\$400,000.00), to be paid by Purchaser to Seller in the following manner:

- (a) Ten Thousand Dollars (\$10,000.00) in cash upon the execution of this Agreement as earnest money ("Earnest Money"); and
- (b) the balance of the Purchase Price (in excess of the Earnest Money) at Closing, plus or minus credits and prorations provided for herein, by bank wire transfer of collected federal funds.

Purchaser acknowledges that the Real Property has been appraised at a value of \$1,200,000 and that the excess of the appraised value over the Purchase Price is a donation to Purchaser. Purchaser agrees to execute and deliver all documentation necessary and appropriate to document said donation, including without limitation a Donee Acknowledgement to Internal Revenue Code Form 8283 and a charitable contribution receipt for said donation.

3. Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):

3.1 Title Commitment and Policy. Purchaser, at Purchaser's sole cost and expense, shall have thirty (30) days from the date hereof to obtain a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy") issued by Chicago Title Insurance Company ("Title Insurer"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller.

3.1.1. Objections to Title of Record. Within ten (10) days after the later of (i) the date of this Agreement, and (ii) the date of Purchaser's receipt of the Title Commitment, Purchaser shall notify Seller in writing of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said

notice within said thirty (30) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment.

If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment not set forth in the notice. After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

3.1.2. Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within ten (10) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement and obtain an immediate return of any Earnest Money. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

3.2 Survey. Purchaser, at Purchaser's sole cost and expense, may, within thirty (30) days from the date hereof, obtain a survey of the Real Property, certified by a professional surveyor licensed by the State of Illinois.

3.3 Environmental Audit. Purchaser shall be permitted to conduct an environmental audit of the Real Property. Purchaser or its engineer or other agents shall be permitted to enter the Real Property in accordance with the provisions of Section 3.4 hereof to conduct such samplings and tests of the surface, subsurface and improvements as Purchaser, in its discretion, determines to be necessary. If the result of such audit is not satisfactory to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and obtain immediate return of any Earnest Money upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement.

3.4. Inspection. With prior notice to Seller, Purchaser, its employees, agents, representatives and independent contractors shall have the right to enter upon the Real Property at any reasonable time during normal business hours and make any tests or inspections of the Real Property including, without limitation, soils tests and inspections of any improvements located on the Real Property, that they desire to make at Purchaser's sole cost and expense. If Purchaser determines that the Real Property is not acceptable to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and obtain immediate return of any Earnest Money upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement.

If all of the conditions set forth in this Section 3 are not satisfied (or waived by Purchaser) on or before the Closing Date, then Purchaser may terminate this Agreement and obtain an immediate return of any Earnest Money. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

4. Closing. In the event that Purchaser does not terminate this Agreement as provided in Section 3 above, the purchase of the Real Property shall be consummated as follows:

4.1 Closing Date. The closing (the "Closing") shall be July 1, 2010, or such other date as may be agreed upon by Purchaser and Seller in advance (the "Closing Date").

4.2 Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

4.2.1 Deed. An executed special warranty deed to the Real Property (in the form required by Section 1 hereof) prepared by Seller and in a form reasonably acceptable to Purchaser.

4.2.2 Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

4.2.3 Evidence of Authorization. Evidence satisfactory to Purchaser and the Title Insurer that Seller is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.3 Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

4.3.1 Purchase Price. The cash portion of the Purchase Price as set forth in Section 2 hereof, plus or minus prorations provided for herein.

4.3.2 IRC Form 8283. An executed Donee Acknowledgement to Internal Revenue Code Form 8283.

4.3.3 Receipt. An executed charitable contribution receipt.

4.3.4 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

4.3.5 Evidence of Authorization. Evidence satisfactory to Seller and the Title Insurer that Purchaser is authorized to execute this Agreement and proceed with the transactions provided for herein.

4.4 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

4.4.1 Closing Statement. An agreed upon closing statement.

4.4.2 Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

4.5 Possession. Sole and exclusive possession of the Real Property shall be delivered to Purchaser on the Closing Date.

4.6 Property Taxes.

4.6.1 Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

4.6.2 Credits to Purchaser. Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and the Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

4.7 Closing Costs. Seller shall pay the following costs: Seller's attorneys fees. Purchaser shall pay the following costs: Purchaser's attorneys fees, survey costs, title insurance costs, any state or local transfer taxes and any closing fees and recording fees.

4.8 Brokerage/Transaction Coordination Fees. Seller represents to Purchaser that no transaction coordinator or real estate broker has been engaged by Seller with regard to this transaction. Purchaser represents to Seller that no transaction coordinator or real estate broker has been engaged by Purchaser with regard to this transaction. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any fees due to any transaction coordinator, real estate broker or similar person or entity claiming to have been engaged by the Indemnifying Party with regard to this transaction.

4.9 Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

4.10 Utility Expenses. All utility expenses will be adjusted as of the Closing Date and Seller will pay any such expenses incurred or accrued with respect to the Real Property prior to the Closing Date.

4.11 Prorations.

4.11.1 There shall be no proration of prepaid insurance premiums except with respect to insurance policies to which Purchaser has expressly agreed to accept an assignment (or be added as an additional named insured) as of the Closing Date.

4.11.2 Rents under all leases of the Real Property (exclusive of delinquent rents, but including prepaid rents); security deposits; common area maintenance and other payments payable by tenants, for or in connection with such use of occupancy thereof; operating expenses; personal property taxes, if any; and all other items customarily prorated or adjusted on the conveyance of similar properties shall be prorated as of the Closing Date (on a per diem basis) (except to the extent such of the above mentioned items are paid by tenants).

5. Default. If Seller wrongfully refuses to close the sale of the Real Property to Purchaser or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement

and return of any Earnest Money; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder. If Purchaser wrongfully refuses to close the purchase of the Real Property and pay the Purchase Price to Seller, the same shall constitute a breach of this Agreement and Seller shall be entitled to retain any Earnest Money as liquidated damages and as its sole and exclusive remedy hereunder in lieu of any and all other remedies at law or in equity.

6. Casualty. If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty from and after the date hereof and such damage cannot be repaired to the reasonable satisfaction of Purchaser within twenty (20) days thereafter as determined by Purchaser after consultation with Seller, Purchaser shall have the right to either (i) accept the damaged Real Property without abatement of the Purchase Price or (ii) declare this Agreement null and void. If Purchaser accepts the Real Property, any insurance or other settlement proceeds collected by Seller (less all reasonable costs and expenses, including without limitation, attorney's fees, expenses and court costs, incurred by Seller to collect such proceeds), shall be credited to Purchaser on account of the Purchase Price. If Purchaser declares this Agreement null and void, any Earnest Money shall be returned to Purchaser and the parties shall have no further rights or liabilities under this Agreement. If it is determined that the damage to the buildings and improvements forming a part of the Real Property can be repaired as aforesaid within said twenty (20) day period, Seller shall promptly commence and diligently proceed with the completion of such repairs (it being recognized that Seller shall be entitled to collect for its own account and use in such work any and all insurance or other settlement proceeds). If such work cannot be completed by the Closing Date anticipated hereunder, then the Closing Date shall be extended by the parties hereto by the number of days required for Seller to complete such work.

7. Condition of the Real Property. Purchaser warrants that, as of the Closing Date, Purchaser will have fully inspected the Real Property or will have had the opportunity to conduct a complete and thorough inspection to determine the condition of the Real Property for any and all defects, whether known, unknown or hidden, including, but not limited to, any such defects relating to soil conditions and toxic or other hazardous materials; and except as specifically set forth herein, Purchaser expressly agrees to purchase the Real Property "AS IS," irrespective of whether the Real Property contains any defects, whether known, disclosed or hidden, it being fully understood that as except as specifically set forth herein, the Seller has made no warranties or representations of any kind pertaining to the Real Property, the condition thereof, the rental thereof, or any other matter pertaining to the Real Property. Purchaser agrees that if there is any requirement by governmental authority to meet or comply with any regulation, ordinance or code section, or to improve, repair, inspect, replace and/or alter any part or portion of the Real Property prior to or as a condition of sale, any such costs shall be paid by Purchaser; and any such requirement shall be complied with promptly by Purchaser and shall not relieve Purchaser from any of the obligations imposed by this Agreement.

8. Condemnation. If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement and any Earnest Money shall be returned to Purchaser. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from

such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

9. Miscellaneous. It is further understood and agreed as follows:

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

Time. Time is of the essence of this Agreement.

Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Real Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) (a) hand delivered by messenger or courier service, (b) telecommunicated, (c) mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or (d) sent by nationally recognized overnight carrier, addressed to:

If to the Purchaser:

City of Pekin, Illinois
111 S. Capitol Street
Pekin, IL 61554
Attention: City Clerk
Telefax: (309) 346-2095

with a copy to:

Elliff, Keyser, Oberle & Dancey, P.C.
109 S. Fourth
Pekin, IL 61554
Attention: Patrick E. Oberle
Telefax: (309) 346-0633

o
r If to the Seller:

with a copy to:

t KEJM Properties, LLC
o 1601 Ft. Jesse Rd.
Normal, IL 61761
s Telefax: (309) 452-6323
u
h

John S. Elias
Elias, Meginnes, Riffle & Seghetti
416 Main Street, Suite 1400
Peoria, IL 61602
Telefax: 309-637-8514

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by hand delivery; (b) on the date of transmission with confirmation if by telex, telefax or other telegraphic method; (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed, and (d) on the date of receipt or refusal of delivery, if by overnight carrier.

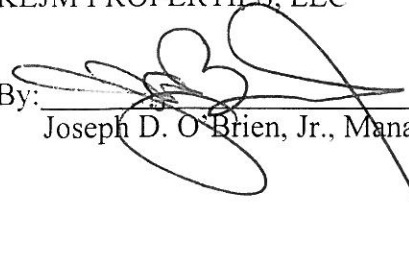
Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

SELLER:

KEJM PROPERTIES, LLC

By: 

Joseph D. O'Brien, Jr., Manager

PURCHASER:

CITY OF PEKIN, ILLINOIS

By: _____

Its: _____

310-399

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Lots 43, 44 and a part of Lot 45 in Pekin Edgewater Park Section Four, a Subdivision in the City of Pekin, as shown on a Plat recorded in Plat Book "AA", Page 1, in the Recorder's Office of Tazewell County, Illinois, more particularly described as follows:

Commencing at the Northeasterly corner of said lot 44 as the Point of Beginning of the Tract to be described; thence North $73^{\circ}-12'-14''$ West (bearings assumed for the purpose of description only) along the Northerly Line of said lot 44 and lot 45, a distance of 411.34 feet to a Point being 28.66 feet Southeasterly of the Northwest corner of said lot 45; thence South $16^{\circ}-47'-46''$ West Parallel with the Westerly Line of said lot 45, a distance of 380.00 feet to a Point on the Southerly line of said lot 45; thence South $73^{\circ}-12'-14''$ East along the Southerly line of said lot 45, a distance of 71.34 feet; thence South $79^{\circ}-46'-27''$ East along the Southerly line of said lot 45 and 43, a distance of 342.25 feet to the Southeasterly corner of said lot 43; thence North $16^{\circ}-47'-46''$ East along the Easterly line of said lot 43 and 44, a distance of 340.84 feet to the Point of Beginning.

Permanent Index Numbers: 04-04-23-300-010 and 04-04-23-400-020
Common Address: 830 Brenkman Drive, Pekin, Illinois



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amendment to Agreement with AECOM – Design Veterans Drive South (VFW Road)

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Approve the amendment to the agreement with AECOM for the design of the southern section of Veterans Drive formerly VFW Road.

BACKGROUND: This section of Veterans Drive has come with many positives but like everything else there are a few negatives that tag along. We have gotten IDOT to agree to reassign Route 9 to the new road once it is complete and transfer Court Street to the City which will reduce the amount of truck traffic that runs through our town on a daily basis. We were also fortunate to receive the funding to build the road and repair Court but now we are beginning to experience some of the negatives. These are causing some major redesign work on the Veterans portion and we will be incurring some additional costs. The agreement amendment before you covers the changes being required by IDOT in order to move forward with the land acquisition and bidding. Changes include re-drawing of the plans to meet State Road requirements versus Local Road, modify right of way plats to show transfer to the State versus the City, utility coordination, and bidding support. This amendment is for a cost not to exceed \$77,000 but the cost can be reimbursed from the funds we received for construction.

I recommend that this amendment be approved.

FINANCIAL IMPACT: Funds for construction are in the budget and as stated we will get reimbursed.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will allow us to resume land acquisition and go out for bid.

IMPACT IF DENIED: Will delay the project.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

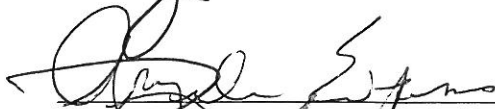
Department Director



6/17/10

Date

Finance Department



6-17-10

Date

(Certification of Availability of Funds)

Corporation Counsel

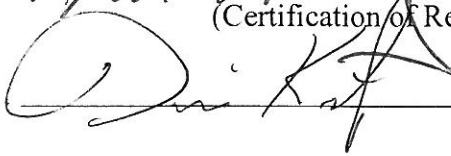


6-21-10

Date

(Certification of Review)

City Manager



6/17/10

Date

Municipality City of Pekin	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement	CONSULTANT	Name AECOM Technical Services, Inc.
Township				Address 111 NE Jefferson
County Tazewell				City Peoria
Section 02-00166-01-FP				State Illinois

THIS AGREEMENT is made and entered into this _____ day of June, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Section Description

Name VFW Road

Route _____ Length 3.8 Mi. _____ FT (Structure No. _____)

Termini Illinois Route 29 and Mall Road at Commercial Drive

Description: Revise plans as needed to conform to state highway standards instead of local road standards. Assist in right of way acquisition including staking as needed, assist/lead local letting coordination, assist in contract award, assist with construction start-up and initial construction engineering.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ See Exhibit A for Scope of Services to be provided.
 - b. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - c. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - d. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - e. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - f. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.

- g. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- h. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- i. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- j. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - k. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - l. ☐ Prepare the Project Development Report when required by the LA.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the LA. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the LA.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the LA based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay ENGINEER for services stipulated in paragraphs 1, 2, 3, 5, and 6 of the ENGINEER AGREES at actual labor cost of performing such work times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the

approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER.

"Cost to Engineer" to be verified by furnishing the LA copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The fee to complete the work described in this document **will not exceed \$77,000.00** without prior written authorization for a change in scope.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made within 45 days of the LA's receipt of ENGINEER'S invoice. The ENGINEER shall submit invoices to the LA on a monthly basis for work performed by ENGINEER under this Agreement, including but not limited to all services, materials, supplies, equipment, overhead, profit, taxes, and any other incidental and operating expenses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1, 2, 3, 5 and 6 and prior to the completion of such services up to the time the ENGINEER is notified in writing of such abandonment, the LA shall reimburse the ENGINEER for his actual labor costs times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve – "actual labor cost" being defined as in paragraph 2 of the THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the LA, the LA will pay the Engineer for such changes on the basis of actual labor cost times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve – "actual labor cost" being defined as in paragraph 2 of the THE LA AGREES. It is understood that "changes" as used in this paragraph shall no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the LA, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin of the
(Municipality/Township/County)
State of Illinois, acting by and through its
City Council

ATTEST:

By _____

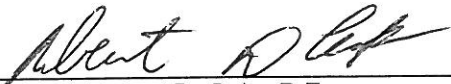
City Clerk
(Seal)

By _____
Title Mayor

Executed by the ENGINEER:

AECOM Technical Services, Inc.
111 NE Jefferson Avenue
Peoria, Illinois 61602

ATTEST:

By 
Robert D. Culp, P.E.
Title Sr. Project Manager

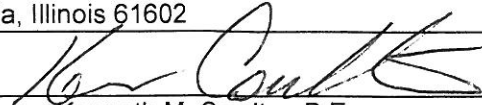
By 
Kenneth M. Coulter, P.E.
Title Sr. Project Manager

EXHIBIT A
SCOPE OF WORK
VFW ROAD – ROUTE 29 TO MALL ROAD AT COMMERCIAL DRIVE

AECOM will:

- Complete the revisions to the plans needed per IDOT input to construct the roadway to State Route policies instead of Local Road policies.
- Revise the right of way plats to transfer the properties directly to the Department of Transportation instead of the City. Revise format to state highway format instead of local road format.
- Assist the City of Pekin with right of way acquisition including meeting with property owners and field staking as needed.
- Assist with utility coordination.
- Assist or lead process to hold letting and obtain bids.
- Assist with bid analysis and award of contract.
- Assist with construction start-up.
- Provide initial construction engineering.
 - Attend kick off meeting
 - Assist with coordination at start of construction.

AECOM will be available to provide construction engineering assistance for the project. Construction engineering services beyond the initial project start up will be completed under a separate agreement. It is expected that this separate agreement will be considered after award of the project.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amendment to Agreement with AECOM – Design Veterans Drive, Broadway to Sheridan

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Approve the amendment to the agreement with AECOM for the design of the section of Veterans Drive from Broadway to Sheridan.

BACKGROUND: Phase I work on the entire section of the north portion of Veterans Drive from Broadway has been ongoing for over five years. AECOM started working on this portion of the road late 2008 in hopes that we would have it ready for construction this. However with the delays in the Phase 1 and Environmental Assessment (EA) for the overall project several changes have come up that had to be addressed on this section. These include new Intersection Design Studies (IDS) for the intersections at Broadway and Sheridan, working up possible alternatives for the gas line crossing near Sheridan, and assist with getting the project bid. This amendment for a cost not to exceed \$35,000 will get this project ready to be approved for bidding once the overall north section has been approved. Funding for this project is in the budget and construction will utilize the \$4.8 million given us by Senator Obama and Congressman LaHood which we also need to get dedicated as soon as possible.

FINANCIAL IMPACT: None as there are funds for design in the budget.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Will allow us to go out for bid as soon as overall Phase 1 is completed.

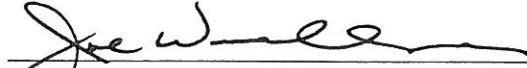
IMPACT IF DENIED: Will delay the project.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

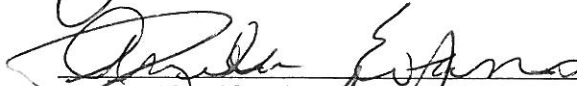
Department Director



6/17/10

Date

Finance Department

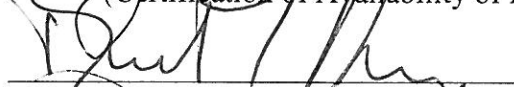


6-17-10

(Certification of Availability of Funds)

Date

Corporation Counsel

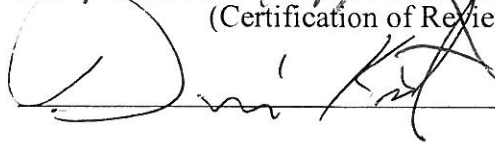


6-21-10

(Certification of Review)

Date

City Manager



6/17/10

Date

Municipality City of Pekin	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement	CONSULTANT	Name AECOM Technical Services, Inc.
Township				Address 111 NE Jefferson
County Tazewell				City Peoria
Section 02-00169-00-EG				State Illinois

THIS AGREEMENT is made and entered into this _____ day of June, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Section Description

Name Veterans Drive – Broadway to Sheridan Road

Route _____ Length 0.8 Mi. _____ FT (Structure No. _____)

Termini Broadway Road and Sheridan Road.

Description: Prepare intersection design studies for the intersections at Broadway Road at Veterans Drive, Sheridan Road at Veterans Drive and coordinate with gas company at the crossing near Sheridan Road. Investigate possible alternatives at Sheridan Road near gas crossing. Provide assistance through contract award and preconstruction meeting.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ See Exhibit A for Scope of Services to be provided.
 - b. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - c. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - d. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - e. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - f. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.

- g. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- h. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- i. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- j. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - k. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - l. ☐ Prepare the Project Development Report when required by the LA.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the LA. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the LA.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the LA based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay ENGINEER for services stipulated in paragraphs 1, 2, 3, 5, and 6 of the ENGINEER AGREES at actual labor cost of performing such work times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the

approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER.

"Cost to Engineer" to be verified by furnishing the LA copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The fee to complete the work described in this document **will not exceed \$35,000.00** without prior written authorization for a change in scope.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made within 45 days of the LA's receipt of ENGINEER'S invoice. The ENGINEER shall submit invoices to the LA on a monthly basis for work performed by ENGINEER under this Agreement, including but not limited to all services, materials, supplies, equipment, overhead, profit, taxes, and any other incidental and operating expenses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1, 2, 3, 5 and 6 and prior to the completion of such services up to the time the ENGINEER is notified in writing of such abandonment, the LA shall reimburse the ENGINEER for his actual labor costs times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve – "actual labor cost" being defined as in paragraph 2 of the THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the LA, the LA will pay the Engineer for such changes on the basis of actual labor cost times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve – "actual labor cost" being defined as in paragraph 2 of the THE LA AGREES. It is understood that "changes" as used in this paragraph shall no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the LA, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin of the
(Municipality/Township/County)
State of Illinois, acting by and through its
City Council

ATTEST:

By _____

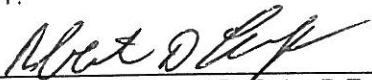
City Clerk
(Seal)

By _____
Title Mayor

Executed by the ENGINEER:

AECOM Technical Services, Inc.
111 NE Jefferson Avenue
Peoria, Illinois 61602

ATTEST:

By 
Robert D. Culp, P.E.
Title Sr. Project Manager

By 
Kenneth M. Coulter, P.E.
Title Sr. Project Manager

EXHIBIT A
SCOPE OF WORK
VETERANS DRIVE – BROADWAY TO SHERIDAN ROAD

AECOM will:

- Prepare intersection design study for the Broadway intersection with Veterans Drive (proposed).
- Prepare intersection design study for the Sheridan Road intersection with Veterans Drive (proposed).
- Investigate possible alternatives at gas crossing near Sheridan Road including providing analysis on possible vertical or horizontal alignment changes.
- Assist in letting process.
- Provide assistance awarding the contract.
- Lead preconstruction meeting.



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Joe Wuellner

AGENDA ITEM: Amendment to Agreement with AECOM for Phase I Study – Veterans Drive North

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Approve amendment to the agreement with STS for the Phase I Study.

BACKGROUND: Phase I design for the northern section of Veterans Drive commenced 4 years ago with \$500,000 in funding from Congressman LaHood. The project has been near completion for about the last 3 years but due to changing personnel within IDOT and FHWA the review process has been extended. The process has now come down to the final stages but to get a completed Project Design Report (PDR), they have requested several more items be addressed. These include Intersection Design Studies (IDS) for Rte 98, I474, and Fischer Road, bridge section details, hydraulic reports, and staging details. This amendment for the amount not to exceed \$23,000 will cover the cost of these additional items. In the past I was confident that this would get us to the point that this section of roadway would be ready to start on the actual design but now it is a matter of wait and see.

I recommend that this amendment be approved so we can get this section ready to go to construction design.

FINANCIAL IMPACT: Money in the budget for this section of road.

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Phase 1 Design can be completed and we can move ahead.

IMPACT IF DENIED: Design will have to be stopped causing a delay in the project.

ALTERNATIVES: None

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Strong Foundation

REQUIRED SIGNATURES

Department Director



4/7/10

Date

Finance Department



(Certification of Availability of Funds)

6-17-10

Date

Corporation Counsel

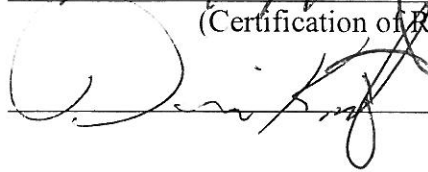


(Certification of Review)

6-21-10

Date

City Manager



6/17/10

Date

Municipality City of Pekin	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement	CONSULTANT	Name AECOM Technical Services, Inc.
Township				Address 111 NE Jefferson
County Tazewell				City Peoria
Section 02-00169-00-EG				State Illinois

THIS AGREEMENT is made and entered into this _____ day of June, 2010 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Section Description

Name Veterans Drive – Broadway to Fischer Road

Route _____ Length 4.7 Mi. _____ FT (Structure No. _____)

Termini Broadway Road and I-474 with connection to Fischer Road.

Description: Complete Design Study for Veterans Drive from Broadway to I-474 including intersection design studies for the intersections at Sheridan Road, Illinois Rte 98 and an interchange design study at I-474. Provide details, hydraulic report and sign offs to the Department of Transportation.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ See Exhibit A for Scope of Services to be provided.
 - b. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - c. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - d. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - e. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - f. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.

- g. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- h. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
- i. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- j. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - k. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - l. ☐ Prepare the Project Development Report when required by the LA.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the LA. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the LA.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the LA based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay ENGINEER for services stipulated in paragraphs 1, 2, 3, 5, and 6 of the ENGINEER AGREES at actual labor cost of performing such work times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the

approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER.

"Cost to Engineer" to be verified by furnishing the LA copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The fee to complete the work described in this document **will not exceed \$23,000.00** without prior written authorization for a change in scope.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made within 45 days of the LA's receipt of ENGINEER'S invoice. The ENGINEER shall submit invoices to the LA on a monthly basis for work performed by ENGINEER under this Agreement, including but not limited to all services, materials, supplies, equipment, overhead, profit, taxes, and any other incidental and operating expenses.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1, 2, 3, 5 and 6 and prior to the completion of such services up to the time the ENGINEER is notified in writing of such abandonment, the LA shall reimburse the ENGINEER for his actual labor costs times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve – "actual labor cost" being defined as in paragraph 2 of the THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the LA, the LA will pay the Engineer for such changes on the basis of actual labor cost times a Direct Labor Multiplier of 3.00 to cover profit, overhead, and readiness to serve – "actual labor cost" being defined as in paragraph 2 of the THE LA AGREES. It is understood that "changes" as used in this paragraph shall no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the LA, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Pekin of the
(Municipality/Township/County)
State of Illinois, acting by and through its
City Council

ATTEST:

By _____

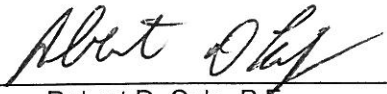
City Clerk
(Seal)

By _____
Title Mayor

Executed by the ENGINEER:

AECOM Technical Services, Inc.
111 NE Jefferson Avenue
Peoria, Illinois 61602

ATTEST:

By 
Robert D. Culp, P.E.
Title Sr. Project Manager

By 
Kenneth M. Coulter, P.E.
Title Sr. Project Manager

EXHIBIT A
SCOPE OF WORK
VETERANS DRIVE DESIGN REPORT – BROADWAY TO FISCHER ROAD

AECOM will:

- Prepare intersection design study for the Illinois Route 98 intersection with Veterans Drive (proposed).
- Prepare intersection design study for the Fischer Road intersection with Veterans Drive (proposed).
- Prepare interchange design study for the I-474 intersection with Veterans Drive (proposed).
- Provide design details to IDOT including bridge section details, maintenance of traffic details, connection road details and other details.
- Provide a hydraulic report for IDOT.
- Obtain approval letters from agencies with jurisdiction over intersecting roads and forward to IDOT.

RESOLUTION NO. 55-10/11

**RESOLUTION IN SUPPORT OF PPUATS PROJECT
(PETRI LANE EXTENSION)**

WHEREAS, the City Council has reviewed various road projects; and

WHEREAS, the City Council desires to express its support for the Petri Lane extension; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE CITY OF PEKIN, Tazewell County, Illinois, as follows:

1. That the City hereby expresses its support for a PPUATS (Peoria – Pekin Urbanized Area Transportation Study) project and to apply for FAU funding for the Petri Lane extension east to Fourteenth Street.
2. That it is desired that funding be obtained in funding years 2015-2016.

BE IT FURTHER RESOLVED that this Resolution shall be in force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this _____ day of _____, 2010; and upon roll call the vote was as follows:

AYES:

NAYES:

ABSENT:

ABSTAINING:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 28th day of June 2010.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Mayor & Council Members

CC: City Clerk

From: Dennis Kief and Leigh Ann Matthews (June 23,2010)

AGENDA ITEM: Pekin Participation in Regional Labor Study in the Amount of \$3,000

AGENDA DATE REQUESTED: June 28, 2009

ACTION REQUESTED: Approval of City of Pekin Portion of \$50,000 Contract

BACKGROUND: Economic Development Tool to aid in Central Illinois Region in increasing recruitment of new businesses. Labor study provides City, developers and existing/prospective employers a flexible tool to understand the local labor market.

The profile of the local workforce will focus on population, income, employment characteristics, work/live analysis and occupation & industry clusters.

See attached information prepared by the Economic Development Council For Central Illinois. Vickie Clark will be making a short presentation on this at Monday night's City Council meeting.

FINANCIAL IMPACT: \$3,000 from Economic Development Fund

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City's participation in regional economic development tool

IMACT IF DENIED: City does not participate in regional study and receive results

ALTERNATIVES: N/A

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

SIGNATURES

Department Director

Wig Am Matthews 6/22/10
Date

Finance Department

Reg Evans 6-22-10
(Certification of Availability of Funds) Date

Corporation Counsel

(Certification of Review) Date

City Manager

Date

Regional Labor Study



ECONOMIC DEVELOPMENT COUNCIL
FOR CENTRAL ILLINOIS
www.edc.centralillinois.org

Regional Labor Study

A regional labor study is an economic development tool that is needed to enhance the region's ability to:

1. Attract new businesses
2. Retain current businesses and help them to expand
3. Attract new investment to the region

while building a collaborative, regional approach to economic development. This tool will aid in preparing the Central Illinois region to increase aggressive recruitment of new business, assist in identifying the value of economic development and better position the region for economic recovery. This tool will help the Central Illinois region greatly increase our economic development success, making the lives of our residents better and our communities stronger.

A labor study provides community economic developers and existing or prospective employers a flexible tool to understand the local labor market and make informed expansion and site selection decisions.

The labor shed study will consist of the following components:

- Workforce Profile- A profile of our local workforce will be compiled to identify and define the market area and will focus on the following 5 attributes:
 - Population
 - Income
 - Employment Characteristics
 - Work/Live analysis
 - Occupation and Industry Clusters
- Workforce Quality- A quality of labor survey and study will be conducted and will provide strategic research information regarding the quality, availability and cost of our region's labor market.
 - The study will generate labor information necessary to enable businesses to make informed decisions regarding current and future expansion and location needs.
 - Provide communities the information necessary to develop strategies for improving the Quality and Availability of the Workforce based on the perceptions of Employers and Workers.
- Workforce Availability/Laborshed Study- A Labor Shed is defined as the area or region from which an employment center draws its commuting workers. Labor shed studies show the distribution of the workers irrespective of natural or political boundaries. They address underemployment*, the availability and willingness of current and prospective employees to change employment within the workforce,



ECONOMIC DEVELOPMENT COUNCIL
FOR CENTRAL ILLINOIS
www.edc.centralillinois.org

current and desired occupations, wages, hours worked and distance willing to commute to work. The study identifies:

- Desired Wages
- Education Level
- Commuting Distances
- Age/Job Longevity/Gender
- Job Change Inducements
- *Underemployment- The degree of underemployment (Employees currently working and who possess the skills, education and experience to qualify for better jobs) in large measure is critical when assessing workforce availability. Underemployment studies are important to both the community, for developing training options, and the employer, in finding an available, skilled and cost competitive workforce.

Anticipated Total Project Cost: \$50,000

Community Participation Funding Request: \$3,000

Participating Communities will receive a **community specific** Workforce Profile and access to all regional information compiled to assist in business recruitment efforts.

Current Participants:

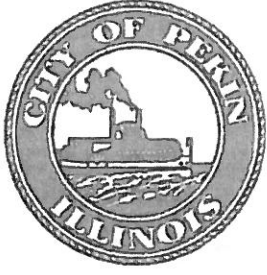
- Peoria County
- Tazewell County
- Ameren

Potential Partners:

- East Peoria
- Morton
- Pekin
- Peoria
- Washington
- Education and Workforce Agencies



ECONOMIC DEVELOPMENT COUNCIL
FOR CENTRAL ILLINOIS
www.edc.centralillinois.org



REQUEST FOR COUNCIL ACTION

To: Council Members

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

From: Pat Pollock

AGENDA ITEM: Retirement Health Savings (ICMA Vantagecare Retirement Health Savings Plan)

AGENDA DATE REQUESTED: June 28, 2010

ACTION REQUESTED: Adopt Resolution

BACKGROUND: The City Manager and Bill Shock from the Unland Companies talked to council recently about the implementation of this type of retirement health savings program vs our current method of recording the activity on the city balance sheet. The "activity" is the administration/monitoring of sick time monies an employee can use to help offset health insurance premiums after retirement. The idea of a Retirement Health Savings Plan was originally negotiated with the police union and will also be available for other "groups" of like employees.

FINANCIAL IMPACT: Instead of an employee's sick time monies being transferred from the department worked to the Insurance Fund, checks will be sent directly to ICMA upon retirement to be deposited into the retiree's individual account

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Retirees would be able to use their sick time monies not only for health insurance premiums, but also for any other eligible medical expense not covered by their insurance plan, similar to a Flexible Spending Plan.

IMPACT IF DENIED: City would be in a “non compliance status” with respect to our current use of accounting procedures to track the monies.

ALTERNATIVES: n/a

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: A more effective government

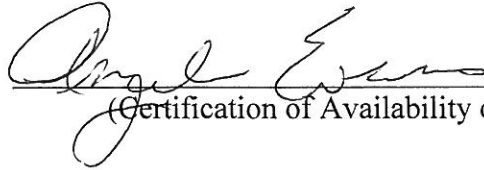
REQUIRED SIGNATURES

Department Director



Date

Finance Department



(Certification of Availability of Funds)

Date

6-22-10

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

Dennis Kief
City Manager
City of Pekin, Illinois
111 S. Capitol
Pekin, IL 61554



Dear Mr. Kief,

You will find enclosed in this packet the materials required for adoption of ICMA Retirement Corporation's Vantagecare Retirement Health Savings Plan (RHS). Per your request we have reviewed this and two other similar plans. We found that RHS was the best fit for the City of Pekin and its employees.

The reasons are as follow:

- " The RHS plan imposes no cost to the City and the lowest cost to the participant.
- " RHS has significant, perhaps the most significant, track record with other municipalities.
- " The investment options available afford the participant the advantage of investing directly in the funds available instead of wrap manager sub accounts.

We have provided this material for you and your council to review and adopt. Please know that we are at your service for any questions that may arise.

Regards,

Bill Shock

June 9, 2010

2211 Broadway • P.O. Box 879 • Pekin, Illinois 61555-0879 • Pekin (309) 347-2177
Peoria (309) 674-6164 • Pekin Fax (309) 347-7613 • Peoria Fax (309) 674-6170
E-Mail unland@unland.com

Securities offered through Financial Network Investment Corporation Member SIPC
Financial Network and The Unland Companies are separate companies

Personal Insurance — Auto • Home • Boat • Fire • Umbrella • Renters • Life • Health

Commercial Insurance — Property • Liability • Auto • Worker's Compensation • Bonds • Benefits

**SUGGESTED AFFIRMATIVE STATEMENT FOR ADOPTION OF THE VANTAGECARE RETIREMENT
HEALTH SAVINGS (RHS) PLAN**

Plan Number: 8 03185

Name of Employer: City of Pekin State: IL

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings plan serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings plan (the "Plan") serves the above objectives;

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

ESTABLISH the Employer's Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program; and

SPECIFY that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☒ the Employer
- ☐ the following position within the Employer: _____
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- ☐ the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of the Plan participants and their survivors, and the assets of the plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of trust of the City of Pekin Integral Part Trust in the form of: (Select one)

- ☒ The model trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

SPECIFY that the Finance Director shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

DATE: _____

Title of Designated Agent

Signature

SUGGESTED RESOLUTION FOR ADOPTION
and
SUGGESTED AFFIRMATIVE STATEMENT OF ADOPTION
SUGGESTED RESOLUTION FOR ADOPTION OF THE
VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN

Plan Number: 8 03185

Name of Employer: City of Pekin State: IL

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the establishment of a retiree health savings plan for such employees serves the interests of the Employer by enabling it to provide reasonable security regarding such employees' health needs during retirement, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of the retiree health savings plan (the "Plan") serves the above objectives;

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby adopts the Plan in the form of the ICMA Retirement Corporation's VantageCare Retirement Health Savings program.

BE IT FURTHER RESOLVED that the assets of the Plan shall be held in trust, with the following entity or individual serving as trustee (Select one):

- ☒ the Employer
- ☐ the following position within the Employer: _____
(insert title of individual acting as trustee)
- ☐ the following group or committee within the Employer: _____
(insert group or committee acting as trustee)
- ☐ the following third-party trustee: _____
(insert name of third-party trustee)

for the exclusive benefit of Plan participants and their survivors, and the assets of the Plan shall not be diverted to any other purpose prior to the satisfaction of all liabilities of the Plan. The Employer has executed the Declaration of Trust of the City of Pekin Integral Part Trust in the form of: (Select one)

- ☒ The model trust made available by the ICMA Retirement Corporation
- ☐ The trust provided by the Employer (executed copy attached hereto).

BE IT FURTHER RESOLVED, that the Finance Director shall be the coordinator and contact for the Plan and shall receive necessary reports, notices, etc.

I, _____, Clerk of the _____ of _____,
do hereby certify that the foregoing resolution, proposed by _____, was duly passed and
adopted in the _____ of the _____ of _____,
at a regular meeting thereof assembled this _____ day of _____, 20 _____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal)

Clerk's Signature: _____

Clerk's Title: _____

Dennis Kief
City Manager
City of Pekin, Illinois
111 S. Capitol
Pekin, IL 61554

Dear Mr. Kief,

You will find enclosed in this packet the materials required for adoption of ICMA Retirement Corporation's Vantagecare Retirement Health Savings Plan (RHS). Per your request we have reviewed this and two other similar plans. We found that RHS was the best fit for the City of Pekin and its employees.

The reasons are as follow:

- ① The RHS plan imposes no cost to the City and the lowest cost to the participant.
- ① RHS has significant, perhaps the most significant, track record with other municipalities.
- ① The investment options available afford the participant the advantage of investing directly in the funds available instead of wrap manager sub accounts.

We have provided this material for you and your council to review and adopt. Please know that we are at your service for any questions that may arise.

Regards,

Bill Shock
June 9, 2010

**EMPLOYER VANTAGECARE RETIREMENT HEALTH SAVINGS (RHS) PLAN
ADOPTION AGREEMENT**

Plan Number: 8 Q3185 Check one: ☒ New Plan ☐ Amendment to Existing Plan

Employer Retirement Health Savings Plan Name:

I. Employer Name: City of Pekin State: IL

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Effective Date of the Plan: May 1, 2010

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer:

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the VantageCare Retirement Health Savings Plan (check all applicable boxes):

- ☐ All Employees
- ☐ All Full-Time Employees
- ☐ Non-Union Employees
- ☒ Public Safety Employees - Police
- ☐ Public Safety Employees - Firefighters
- ☐ General Employees
- ☐ Collectively-Bargained Employees (Specify unit(s))
- ☐ Other (specify group(s))

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan or funding under this VantageCare Retirement Health Savings Plan is in whole or part a non-collectively bargained, self-insured plan, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is N/A (write N/A if an Employee is eligible to participate or to elect to participate immediately upon employment).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings", including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings: Gross Wages

B. Direct Employer Contributions and Mandatory Contributions

1. Direct Employer Contributions

The Employer shall contribute on behalf of each Participant

- ☐ _____ % of Earnings
- ☐ \$ _____ each Plan Year
- ☐ A discretionary amount to be determined each Plan Year
- ☐ Other (describe): _____

2. Mandatory Employee Compensation Contributions

The Employer will make mandatory contributions of Employee compensation as follows:

- ☐ Reduction in Salary - _____ % of Earnings or \$ _____ will be contributed for the Plan Year.
- ☐ Decreased Merit or Pay Plan Adjustment - All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

An Employee shall not have the right to discontinue or vary the rate of Mandatory Contributions of Employee Compensation.

3. Mandatory Employee Leave Contributions

The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining Mandatory Employee Leave contributions):

- ☒ Accrued Sick Leave 100% Accrued Sick Leave paid at retirement
- ☐ Accrued Vacation Leave _____
- ☐ Other (specify type of leave) Accrued _____ Leave

An Employee shall not have the right to discontinue or vary the rate of mandatory leave contributions.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including Direct Employer and Mandatory Employee Contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

☒ There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.

☐ _____ % of earnings*

*Definition of earnings: ☐ Same as Section VI.A. ☐ Other

☐ \$ _____ for the Plan year.

See Section V.B. for a discussion of nondiscrimination rules that may apply to non-collectively bargained self-insured Plans.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

☒ The account is 100% vested at all times.

☐ The following vesting schedule shall apply to Direct Employer Contributions as outlined in Section VI.B.1.:

Years of Service Completed	Vesting Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

*Definition of retirement (check one box):

☒ Retirement as defined in the primary retirement plan of the Employer

☐ Separation from service

☐ Other _____

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

Upon separation from the service of the Employer prior to attainment of benefit eligibility (as outlined in Section IX), or upon reversion to the Trust of a Participant's account assets remaining upon the participant's death (as outlined in Section XI), a Participant's non-vested funds shall (check one box):

☐ Remain in the Trust to be reallocated among all remaining Employees participating in the Plan as Direct Employer Contributions for the next and succeeding contribution cycle(s).

☐ Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants.

☐ Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.

☒ Revert to the Employer.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the VantageCare Retirement Health Savings Plan

A. A Participant is eligible to receive benefits:

- ☒ At retirement only (also complete Section B.)

Definition of retirement:

- ☒ Same as Section VII.B.

☐ Other _____

- ☐ At separation from service with the following restrictions

☐ No restrictions

☐ Other _____

- ☐ At age _____ only

- ☐ At retirement and age _____ (also complete section B)

Definition of retirement:

☐ Same as Section VII.B.

☐ Other _____

- ☐ At retirement or age _____

Definition of retirement:

☐ Same as Section VII.B.

☐ Other _____

- ☐ Other, specified as follows (also complete Section B if applicable): _____

B. Termination prior to general benefit eligibility: In the case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from the service of the Employer prior to retirement will be eligible to receive benefits:

- ☒ Immediately upon separation from service.

☐ At age _____

C. A Participant that becomes totally and permanently disabled

☐ as defined by the Social Security Administration

☒ as defined by the Employer's primary retirement plan

☐ other _____

will become immediately eligible to receive medical benefit payments from his/her VantageCare Retirement Health Savings Plan account.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Benefits eligible for reimbursement consist of:

- ☒ All Medical Expenses eligible under IRC Section 213* other than direct long-term care expenses, and including non-prescription medications allowed under IRS guidance.
- ☐ The following Medical Expenses (select only the expenses you wish to cover under the VantageCare Retirement Health Savings Plan):
- ☐ Medical Insurance Premiums
 - ☐ Medical Out-of-Pocket Expenses*
 - ☐ Medicare Part B Insurance Premiums
 - ☐ Medicare Part D Insurance Premiums
 - ☐ Medicare Supplemental Insurance Premiums
 - ☐ Prescription Drug Insurance Premiums
 - ☐ COBRA Insurance Premiums
 - ☐ Dental Insurance Premiums
 - ☐ Dental Out-of-Pocket Expenses*
 - ☐ Vision Insurance Premiums
 - ☐ Vision Out-of-Pocket Expenses*
 - ☐ Qualified Long-Term Care Insurance Premiums
 - ☐ Non-Prescription medications allowed under IRS guidance*
 - ☐ Other qualifying medical expenses (describe)*

* See Section V.A. for a discussion of nondiscrimination rules which may apply to non-collectively bargained, self-insured Plans.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

The surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the account and utilize it to fund eligible medical benefits specified in Section X above.

Upon notification of a Participant's death, the Participant's account balance will be transferred into the Vantagepoint Money Market Fund* (or another fund selected by the Employer). The account balance may be reallocated by the surviving spouse or dependents.

** Please read the current Vantagepoint Mutual Funds prospectus carefully prior to investing. An investment in this fund is neither insured nor guaranteed and there can be no assurance that the Fund will be able to maintain a stable net asset value of \$1.00 per share. Vantagepoint Mutual Funds are distributed by ICMA-RC Services, LLC, a wholly-owned broker-dealer affiliate of ICMA Retirement Corporation. Member NASD/SIPC.*

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert to the Plan to be applied as specified in Section VIII.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert to the Plan to be applied as specified in Section VIII.

XII. The Plan will operate according to the following provisions:

A. Employer Responsibilities

1. The Employer will submit all VantageCare Retirement Health Savings Plan contribution data via electronic submission.
 2. The Employer will submit all VantageCare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification and benefit eligibility notification.
- B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.
- C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her Survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to an third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).
- D. An eligible dependent is the Participant's lawful spouse and any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.
- E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the VantageCare Retirement Health Savings Plan Employer Manual.

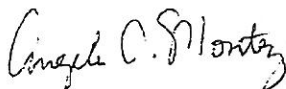
XIII. Employer Acknowledgements

- A. The Employer hereby acknowledges it understands that failure to properly fill out this Employer VantageCare Retirement Health Savings Plan Adoption Agreement may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.
- B. Check this box if you are including supporting documents that include plan provisions. ☐

EMPLOYER SIGNATURE

By: _____ Date: _____
Title: _____
Attest: _____ Date: _____
Title: _____

Accepted: VANTAGEPOINT TRANSFER AGENTS, LLC



Assistant Secretary



VantageCare Retirement Health Savings Plan Implementation Data Form – Page 1

Instructions to Employer: Provide necessary information to establish your plan properly.
Please contact your New Business Analyst at 1-800-326-7272, if you have any questions.

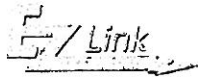
ICMA-RC Use Only: Employer # 803185

General Information	1. (902) Employer's Full Name: <u>City of Pekin</u> 2. (924) Street Address: <u>111 S. Capitol St</u> (925) _____ 3. (918) City: <u>Pekin</u> (919) State: <u>IL</u> (920) Zip Code: <u>61554</u> 4. (633) Primary Contact: <u>Pat Pollock</u> 5. (634) Primary Contact Title: <u>Personnel Director</u> 6. (631) Primary Contact Telephone #: <u>(309) 477-2305</u> 7. (632) Fax #: () _____ 8. (PT00) E-mail Address: <u>ppollock@ci.pekin.il.us</u> <i>This email will be used to provide an electronic copy of your plan summary.</i> 9. (882) Employer's Federal Tax Identification Number: <u>37-6002169</u> 10. # of Employees: <u>270</u> 11. # of Employees Eligible for Plan Participation: _____ 12. # of Employees Eligible to Receive Medical Benefits upon plan implementation: _____															
Plan Implementation Information	13. (611) Contribution Information: (Note: * = default) a. Frequency: (check one):<table border="0"><tr><td>☐ (0) Bi-weekly*</td><td>☐ (4) Monthly</td><td>☐ (8) Semi-quarterly</td></tr><tr><td>☐ (1) Weekly</td><td>☐ (5) Semi-Monthly</td><td>☐ (9) Bi-annually</td></tr><tr><td>☐ (2) Semi-weekly</td><td>☐ (6) Bi-quarterly</td><td>☐ (10) Annually</td></tr><tr><td>☐ (3) Bi-monthly</td><td>☐ (7) Quarterly</td><td>☐ (11) Semi-annually</td></tr><tr><td colspan="3">☒ () Other: _____</td></tr></table> b. Deposit Medium: (624) ☒ Check * ☐ Wire ☐ EFT c. Data Medium: EZLink Required to participate in RHS Plan d. First Contribution Date Following Implementation: _____	☐ (0) Bi-weekly*	☐ (4) Monthly	☐ (8) Semi-quarterly	☐ (1) Weekly	☐ (5) Semi-Monthly	☐ (9) Bi-annually	☐ (2) Semi-weekly	☐ (6) Bi-quarterly	☐ (10) Annually	☐ (3) Bi-monthly	☐ (7) Quarterly	☐ (11) Semi-annually	☒ () Other: _____		
☐ (0) Bi-weekly*	☐ (4) Monthly	☐ (8) Semi-quarterly														
☐ (1) Weekly	☐ (5) Semi-Monthly	☐ (9) Bi-annually														
☐ (2) Semi-weekly	☐ (6) Bi-quarterly	☐ (10) Annually														
☐ (3) Bi-monthly	☐ (7) Quarterly	☐ (11) Semi-annually														
☒ () Other: _____																



VantageCare Retirement Health Savings Plan Implementation Data Form – Page 2

Default Investment Option	The default fund will be used if a participant does not provide valid allocation instructions. If you do not make an election in this section, the Milestone Fund with the target date closest to a participant's 60th birthday will be used as your plan's default option. You may select the "Alternative Default" option if you would like to use a fund (or funds) other than the Milestone Funds as your plan's default option. Please see ICMARC's Standard Plan Fund Lineup at www.icmarc.org to complete this section. Note: Prior to selecting the "Alternative Default" option, employers should carefully review the Department of Labor's final regulations on qualified default investment alternatives (QDIAs). More information is available online at www.dol.gov or www.icmarc.org/ppa. Default Fund for Investment Allocations (Select one option): ☒ The Milestone Funds (Default) with a target retirement age of: ☒ Age 60 (Default) ☐ Age _____ (Input the Target Retirement Age to be used for your plan) ☐ Alternative Default _____ (Input the fund name that will be used as the plan's default investment option)
Claims Contact Information Please indicate alternate addresses in Comments Section	Plan Contacts (Complete item #18. If item #14-17 and 19 are left blank, the Primary Contact in #4 will receive mailings.) 14. PT01 Contact Signature: _____ (200) Contact Name: <u>Pat Pollock</u> (210) Contact Title: <u>Personnel Director</u> (420) Telephone: (<u>309</u>) <u>477-2305</u> (421) Fax: (_____) _____ 15. PT08 Contact Signature: _____ (200) Contact Name: _____ (210) Contact Title: _____ (420) Telephone: (_____) _____ (421) Fax: (_____) _____ 16. PT09 Contact Signature: _____ (200) Contact Name: _____ (210) Contact Title: _____ (420) Telephone: (_____) _____ (421) Fax: (_____) _____
Contribution Contact Information	17. PT02 (200) Contact Name: <u>Pat Pollock</u> (210) Contact Title: <u>Personnel Director</u> (420) Telephone: (<u>309</u>) <u>477-2305</u> (421) Fax: (_____) _____



EZLINK ACCESS FORM – PAGE 1 OF 2

Plan Name* City of Pekin, IL - RHS

Number* 803185

Other Plan Number(s) (If Applicable) _____

(*This information must be completed to avoid processing delays.)

1 Plan Coordinator Information	Plan Coordinator Name: _____ Title: <u>Finance Director</u> Phone Number: (<u>309</u>) <u>477-2305</u> Fax: _____ Email Address: _____ Mailing Address: <u>111 S Capitol St.</u> City: <u>Pekin</u> State: <u>IL</u> Zip: <u>61554</u>
2 Adoption of Online Withdrawal Approval	☐ We hereby adopt Online Withdrawals and authorize ICMARC to permit disbursements from participant accounts upon receipt of termination dates. Additionally, we understand Online Withdrawals are only available for 401 and 457 plans, termination dates should be submitted in a timely manner, and employer approval is not required for individual disbursement requests. (Note: Please contact an EZLink Specialist at 1-800-326-7272, for information on submitting termination dates.)
3 Password Holder Information <i>You must provide the "Password Holder Information" to establish User ID's and passwords for additional members of your staff</i>	Select One: ☐ Add New User ID ☐ Reassign User ID ☒ Update User ID ☐ Remove User ID Name: <u>Pat Pollock</u> Current User ID: _____ Title: <u>Personnel Director</u> Phone #: (<u>309</u>) <u>477-2305</u> Email Address: <u>ppollock@ci.pekin.il.us</u> Access: Inquiry - Balances & Reports <u>X</u> Y ___ N Contributions & Loan Repays <u>X</u> Y ___ N Enrollments/Rehires <u>X</u> Y ___ N Participant Data Transfer: <u>X</u> Y ___ N Participant Changes <u>X</u> Y ___ N (name, address, etc.) Select One: ☐ Add New User ID ☐ Reassign User ID ☐ Update User ID ☐ Remove User ID Name: _____ Current User ID: _____ Title: _____ Phone #: _____ Email Address: _____ Access: Inquiry - Balances & Reports ___ Y ___ N Contributions & Loan Repays ___ Y ___ N Enrollments/Rehires ___ Y ___ N Participant Data Transfer: ___ Y ___ N Participant Changes ___ Y ___ N (name, address, etc.) Select One: ☐ Add New User ID ☐ Reassign User ID ☐ Update User ID ☐ Remove User ID Name: _____ Current User ID: _____ Title: _____ Phone #: _____ Email Address: _____ Access: Inquiry - Balances & Reports ___ Y ___ N Contributions & Loan Repays ___ Y ___ N Enrollments/Rehires ___ Y ___ N Participant Data Transfer: ___ Y ___ N Participant Changes ___ Y ___ N (name, address, etc.)

Please fax your completed EZLink Access Form to the "EZLink Administrator" at 1-202-962-4601.

FRM008-019-200508





first assembly of GOD

1209 PARKWAY DRIVE
PEKIN, ILLINOIS 61554
PHONE 309-347-2163

May 14, 2010

City of Pekin
Zoning Board of Appeals
111 South Capitol Street
Pekin, IL 61554

Re: Fusion Building (old Elks Club)
335 Sabella Street

Dear Zoning Board Members:

We (First Assembly of God Church of Pekin) respectfully request that a Special Use Housing Permit be granted for second story housing in accordance with the current B-2 zoning at the above address. We plan to convert the second floor of the building to dormitory housing for the Driven School of Ministry students. The church has operated Driven School for several years with the students being housed in various locations in the area. There will be five dormitory rooms housing two students each for a total possible of ten students with additional quarters for a resident assistant. The other end of the floor would contain a common area and laundry room. We have made arrangements with Woolsey Funeral Home for parking spaces for the students that would reside in the building.

We are excited at the opportunity to bring people downtown and are anxious to get started with construction. Should you have any questions please feel free to call. We appreciate your consideration of our request.

Respectfully Submitted,

Pastor Dave Carrington
First Assembly of God Church of Pekin



June 22, 2010

City of Pekin
Planning Commission
111 S. Capital St.
Pekin, IL 61554

Dear Sir:

The Herget Bank has reached a verbal agreement to lease parking spaces to the First Assembly God in support of their Driven School of Ministry located at 335 Sabella, Pekin, IL. The lease will cover all 13 spaces in the lot at 330 St. Mary St. The actual lease documents between the Bank and First Assembly of God are being prepared by legal counsel and will be signed as soon as satisfactorily completed.

The legal documents will require the First Assembly of God to name the Bank as an additional insured, be responsible for snow removal, placement of a sign stating it is private parking and unauthorized vehicles will be towed.

If you have any questions, you may contact me at the Herget Bank.

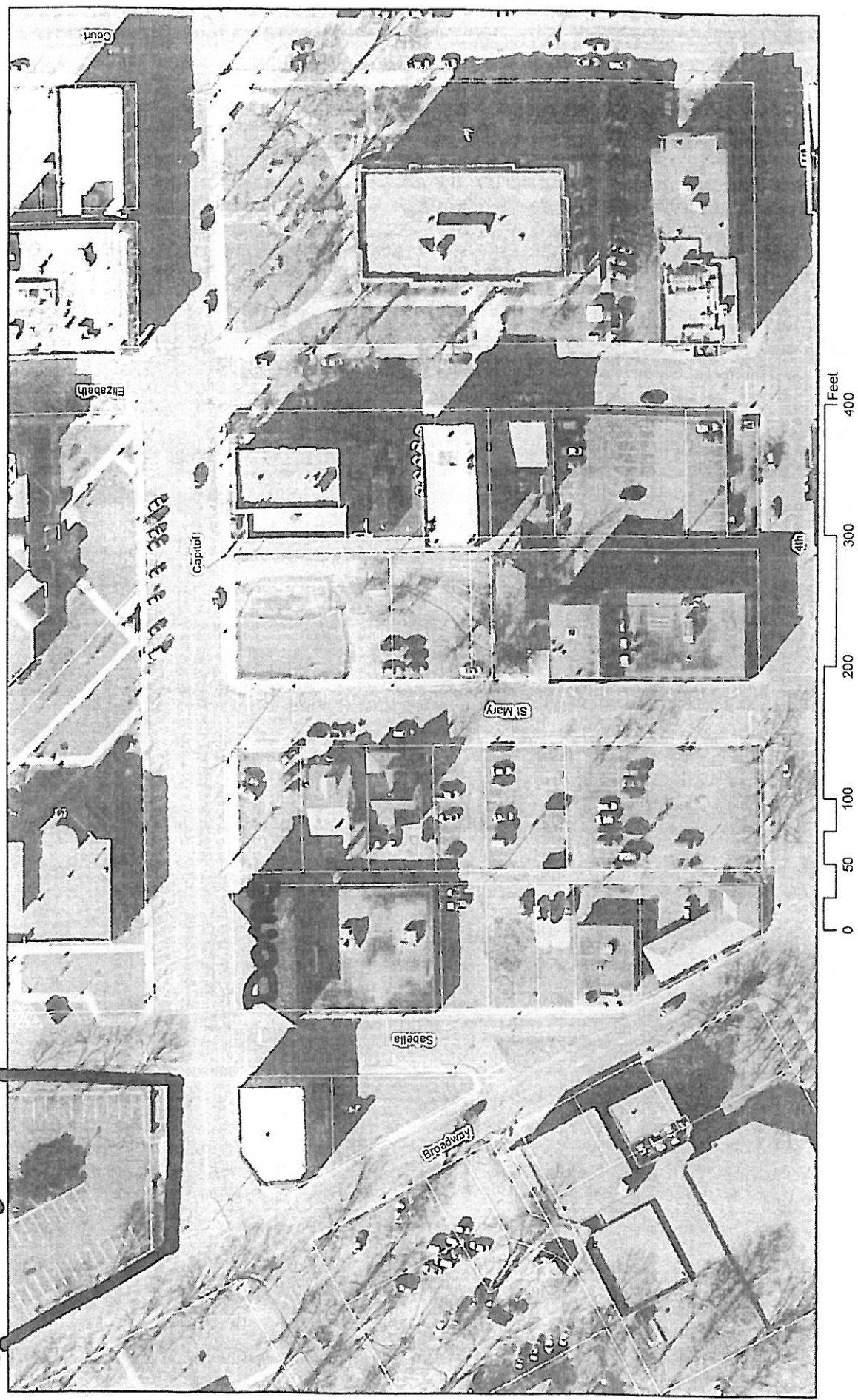
Sincerely,

A handwritten signature in dark ink, appearing to read 'Rich Giebelhausen', is written over the word 'Sincerely,'.

Rich Giebelhausen
Sr. Vice President
(309) 347-0202

Parking

FUSION Youth Center





REQUEST FOR COUNCIL ACTION

To: Mayor Council

CC: City Manager -City Clerk

From: Building Inspector/ Code Enforcement Officer, Ronald Sieh

AGENDA ITEM: ANNEXATION OF 2 SMALL PARCELS ON VETERANS DRIVE AND ASSIGN A B-3 ZONE TO THEM.

AGENDA DATE REQUESTED: JUNE 28, 2010

ACTION REQUESTED: Recommendation to approve annexation of 2 parcels located on Veterans Drive, north of old Goodwill Store and assign them a B-3 zone.

BACKGROUND: There is a small parcel located north of the old Goodwill Store that is in the City limits and is already zoned B-3 General Business District. The single parcel was not large enough to accommodate the proposed bank with drive-up facilities that were approved with a special-use and site plan at the May 24, 2010 meeting pending annexation and zoning assignment. The bank has an agreement to purchase 2 small parcels to the east of the existing parcel to accommodate the new facility.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS: None

IMPACT IF APPROVED: Tax Revenue to the City.

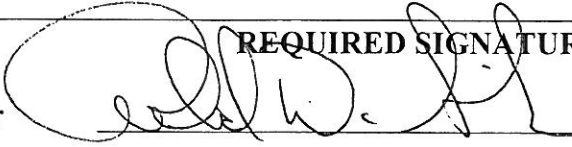
IMPACT IF DENIED: New proposed facility would need to find a different location.

ALTERNATIVES: New proposed facility would need to find a different location.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Prosperous Community, Strong Foundation and Effective Government

REQUIRED SIGNATURES

Department Director



6/21/2010
Date

Finance Department

N/A

(Certification of Availability of Funds)

Date

Corporation Counsel

(Certification of Review)

Date

City Manager

Date

ORDINANCE NO.

**AN ORDINANCE PROVIDING FOR THE ANNEXATION
OF CERTAIN TERRITORY TO THE CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS
(South Side Trust and Savings Bank – Veterans Drive)**

WHEREAS, SOUTH SIDE TRUST AND SAVINGS BANK is the owner of the following described real estate:

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

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

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

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

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

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

Legal Description
(0.089 = Acres)

Parcel lying Northeasterly of Lot 22 of Pekin Plaza Ext. No. 5

A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, T.24 N., R.4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southeast corner of the NW ¼ of the SE ¼ of said Section 7; thence N024°00'W along the East line of the NW ¼ of the SE ¼ of said Section 7, a distance of 473.51 feet to the northeast corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W ½ of the SE ¼ of said Section 7 and the Point of beginning of the parcel to be described; thence N50°15'00W along the Northeasterly line of said Lot 22, a distance of 81.13 feet, more or less, to the southeasterly Right of Way line of Veterans Drive; thence N39°45'00"E along the southeasterly Right of Way line of Veterans Drive, a distance of 96.18 feet to a point on the East line of the NW ¼ of the SE ¼ of said Section 7; thence S0°24'00"E, along the East line of the NW ¼ of the SE ¼ of said Section 7, a distance of 125.82 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.
PIN # Part of 11-11-07-400-028

Tract 2

Legal Description
(0.596 = Acres)

Parcel lying Easterly of Lot 22 of the Pekin Plaza Ext. No. 5

A part of the NE ¼ of the SE ¼ of Section 7, T.24. N., R.4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southwest corner of the NE ¼ of the SE ¼ of said Section 7; thence N0°24'00"W along the West line of the NE ¼ of the SE ¼ of said Section 7, a distance of 149.03 feet to the most southerly corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W ½ of the SE ¼ of said Section 7 and the Point of Beginning of the parcel to be described; thence N0°24'00"W along the West line of the NE ¼ of the SE ¼ of said Section 7 and the Easterly line of the said Lot 22, a distance of 324.48 feet to the northeast corner of said Lot 22; thence S50°15'00"E along the southeasterly extension of the Northeasterly line of said Lot 22, a distance of 209.22 feet; thence S39°45'00"W, a distance of 248.02 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.
PIN# Part of 11-11-07-400-028

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

SECTION III: That the Notices and Affidavit of Mailing of Notice to Pekin Public Library, Tremont Fire Protection District, the Director of the Pekin Park District, the Elm Grove Township Road Commissioner, Elm Grove Township Supervisor, Elm Grove Township Assessor and Elm Grove Township Trustees, marked Exhibit "B" be made an express part of this ordinance.

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

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

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

PASSED AND APPROVED at a regular meeting of the Mayor and City Council of the City of Pekin, this _____ day of _____, 2010; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin,
this 28th day of June 2010.

MAYOR

ATTEST:

CITY CLERK



201000010694
Filed for Record in
TAZEWELL COUNTY, IL
ROBERT LUTZ, COUNTY RECORDER
06-11-2010 At 01:14 pm.
AFFIDAVIT 26.75

City of Pekin

AFFIDAVIT OF SERVICE

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

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

Robert Blackwell, Director
Pekin Park District
1715 Dragon Drive
Pekin, IL 61554

Jeff Brooks, Director
Pekin Public Library
301 South 4th Street
Pekin, IL 61554

Galen Koch, Supervisor
Elm Grove Township
11703 Springfield Rd.
Tremont, IL 61568

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

Terry J. Lohnes, Highway Commissioner
Elm Grove Township
13383 Egg Ranch Road
Pekin, IL 61554

Dick Carroll, Assessor
Elm Grove Township
2207 Sunset Drive
Pekin, IL 61554

Alan Bliss, Trustee
Elm Grove Township
14157 Watson Road
Pekin, IL 61554

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

Scott Largent, Trustee
Elm Grove Township
712 Prairie Lane
Tremont, IL 61568

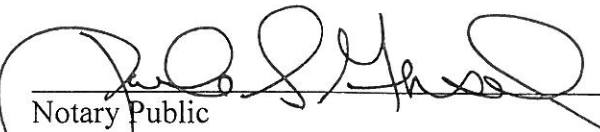
Kevin Deppert, Trustee
Elm Grove Township
12290 Watson Road
Tremont, IL 61568

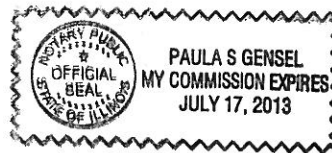
Tremont Fire Protection District

By mailing a true and correct copy of the same by certified mail at the addresses set forth above on the 10th day of June, 2010, by depositing the same in the United States Mail at Pekin, Illinois, postage prepaid.


SUE E. MCMILLAN

SUBSCRIBED AND SWORN TO before me, a Notary Public, this 10 day of June, 2010


Notary Public



This Instrument Prepared By:

Sue E. McMillan

City Clerk

City of Pekin

111 South Capitol Street

Pekin, IL 61554



City of Pekin

Mayor's Office

June 10, 2010

TO:

You are hereby notified that the City of Pekin, County of Tazewell, is about to annex the territory hereinafter described pursuant to the provisions of Article 7, Division 1, of the Illinois Municipal Code (65 ILCS 5/7-1-1, et seq.), and that such annexation will take place not less than ten days after the service of this notice on you. The Council intends to consider the annexation of this territory at a meeting to be held at City Hall, 111 South Capitol Street, Pekin, Illinois, on June 28, 2010 at 5:30pm.

The real estate is described as follows:

(See Exhibit "A" Attached Hereto.)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rusty L. Dunn", is written over a horizontal line.

Rusty L. Dunn
Mayor

ATTEST:

A handwritten signature in black ink, appearing to read "Sue E. McMillan", is written over a horizontal line.

Sue E. McMillan - City Clerk

RLD:sm

Legal Description
(0.089 = Acres)

Parcel lying Northeasterly of Lot 22 of Pekin Plaza Ext. No. 5

A part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, T.24 N., R.4 W. of the 3rd P.M., being more particularly described as follows:

Commencing at the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7; thence N024'00"W along the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, a distance of 473.51 feet to the northeast corner of Lot 22 of Pekin Plaza Extension No. 5, being a subdivision of part of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 7 and the Point of beginning of the parcel to be described; thence N50'15'00"W along the Northeasterly line of said Lot 22, a distance of 81.13 feet, more or less, to the southeasterly Right of Way line of Veterans Drive; thence N39'45'00"E along the southeasterly Right of Way line of Veterans Drive, a distance of 96.18 feet to a point on the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7; thence S0'24'00"E, along the East line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 7, a distance of 125.82 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.
PIN # Part of 11-11-07-400-028

Tract 2

Legal Description
(0.596 = Acres)

Parcel lying Easterly of Lot 22 of the Pekin Plaza Ext. No. 5

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PIN# Part of 11-11-07-400-028



VETERANS DR.

0.033 ACRES

S 50°-15'-00" E
191.13'

Miller Gro

450.0'

NEW EXCLUSIVE INTEREST
EASEMENT FOR
BENEFIT OF LOT 21 FOR

22

1.114 ACRES

25' EASEMENT TO CILCO

25,945.37'

EXCLUSIVE INTEREST
EASEMENT FOR
BENEFIT OF LOT 22

Old
Goodwill

21

2.329 ACRES

S 50°-15'-00" E
300.35'

EAST LINE NW 1/4 SE 1/4 SEC. 7

324.48'

473.51'

651.55'

24'-00" E

Miller G

248.02'

ORDINANCE NO. 1568-A182-10/11

**AN ORDINANCE PROVIDING FOR THE
REZONING OF CERTAIN PROPERTY**

WHEREAS, SOUTH SIDE TRUST AND SAVINGS BANK is the owner of the parcel herein described, hereinafter referred to as "Petitioner", and has heretofore requested the rezoning of certain property hereinafter described in this ordinance; and

WHEREAS, the Petitioner has requested that the property hereinafter described be rezoned from its current zoning of AG (Agricultural) to B-3 (General Business District).

WHEREAS, the City of Pekin has given due notice to all interested parties; and notice of a public hearing was duly published according to the law on May 27, 2010, in the Peoria Journal Star, Pekin, Illinois; and

WHEREAS, pursuant to notice duly published according to law, the Planning Commission held a public hearing at 6:30 p.m. on June 9, 2010, and subsequent to said hearing duly transmitted its recommendations to the City Council recommending the zoning of said property.

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

1. That the following described property is hereby zoned as B-3 (General Business District).

Parcel lying Northeasterly of Lot 22 of Pekin Plaza Ext. No. 5

A part of the NW ¼ of the SE ¼ of Section 7, T.24 N., R.4 W. of the 3rd P.M., being more particularly described as follows:

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PIN # Part of 11-11-07-400-028

Tract 2

Legal Description
(0.596 = Acres)

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PIN# Part of 11-11-07-400-028

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this _____ day of _____, 2010; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 2010.

MAYOR

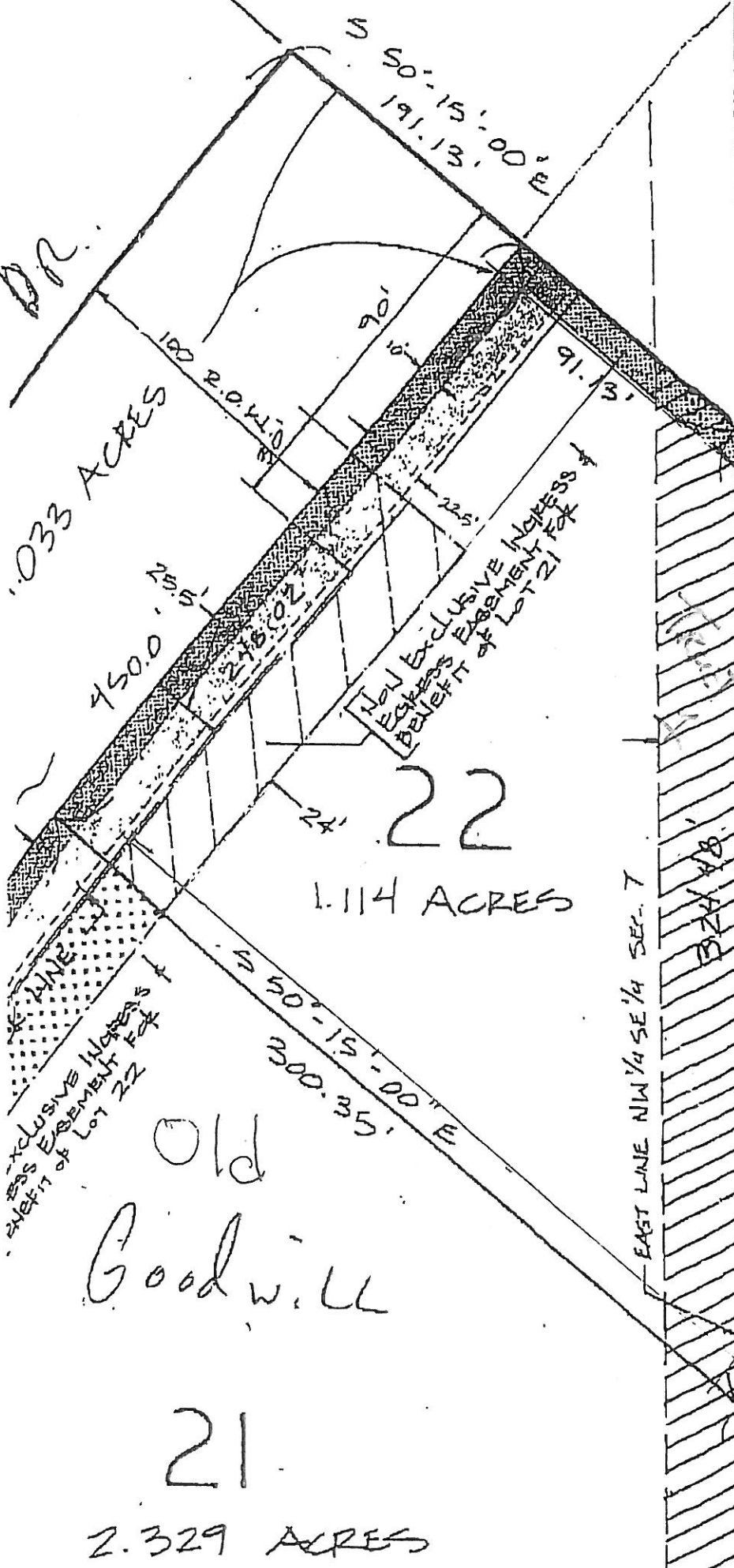
ATTEST:

CITY CLERK



VETERANS DR.

.033 ACRES



Miller Gro

209.22'

Tract 2

25' EASEMENT TO CILCO

25,945.33'

248.02'

Miller G

Old
Goodwill

21
2.329 ACRES



REQUEST FOR COUNCIL ACTION

To: Honorable Mayor and Members of the City Council

CC: Sue McMillan, City Clerk

From: Dennis Kief, City Manager (June 22, 2010)

AGENDA ITEMS: PPUATS Annual Dues Agreement and Funding Resolution

AGENDA DATE REQUESTED: July 12, 2010

ACTION REQUESTED: Approval of the "Joint PPUATS Funding Agreement Annual Element OWP FY 2010" and MFT Funding Resolution Appropriating \$502.50 of Supplemental Funds for the Same.

BACKGROUND: On April 28th the City Council authorized \$11,421.97 for the City's portion of the PPUATS Dues for FY 2011. Shortly after that was approved, PPUATS slightly altered their participation levels. The City of Pekin's is now \$11,924.47. I am requesting the City Council's authorization of the additional \$672.32,

FINANCIAL IMPACT: Additional \$672.32 or a total of \$11,924.47 from Motor Fuel Tax Funds

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: The City would be eligible for Federal Funding for Construction Projects and Engineering Studies.

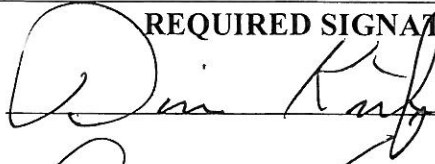
IMPACT IF DENIED: Jeopardize eligibility for Federal Highway Dollars

ALTERNATIVES: N/A.

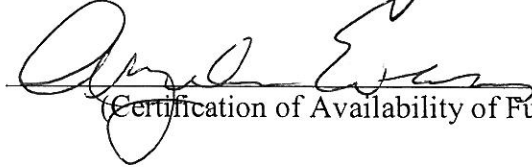
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: Very important part of the Effective Government theme

REQUIRED SIGNATURES

Department Director

 6/22/10

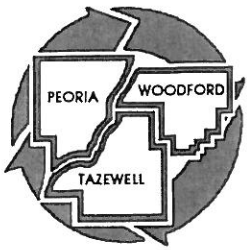
Finance Department

 6/22/10
(Certification of Availability of Funds)

Corporation Counsel

(Certification of Review)

City Manager



TRI-COUNTY REGIONAL PLANNING COMMISSION

211 FULTON STREET • SUITE 207 • PEORIA, IL 61602

PHONE: 309-673-9330 • FAX: 309-673-9802

www.tricountyrpc.org

July 1, 2010

Honorable Rusty Dunn
City of Pekin
111 South Capitol
Pekin, Illinois 61554

Dear Mayor Dunn:

The Peoria/Pekin Urbanized Area Transportation Study (PPUATS) Policy Committee and the Tri-County Regional Planning Commission have approved the format assessment funding levels to provide the local match for the FY 2011 transportation planning and highway project funding process.

It is requested that your unit of government place the Agreement on your next agenda for consideration. The period covered by the Agreement begins July 1, 2010, and extends to June 30, 2011. Your representatives on the PPUATS Technical and Policy Committees can advise you on the Agreement, or if you desire, I will be available to answer any questions you or your board may have.

I have attached two (2) copies of the Agreement as already signed by the Chairman of the Tri-County Regional Planning Commission and the Chairman of the Peoria/Pekin Urbanized Area Transportation Study Policy Committee. Please sign both copies and return one to me. Also attached is an invoice for your unit of government's share of the FY 2011 PPUATS local match of the Federal Planning, FTA Section 5303, FTA Section 9 funds, and up to \$40,000 in other federal transportation planning funds.

Thank you for your continued support of our area transportation planning program. If you have any questions, please contact me at (309) 673-9330 or tkohlbus@tricountyrpc.org

Sincerely,



Terry D. Kohlbus
Executive Director

TDK:lla
Enclosures

Tri-County Regional Planning Commission
211 Fulton Street, Suite 207
Peoria, Illinois 61602
309-673-9330
Fax 309-673-9802

SERVICE INVOICE

SERVICE FOR:
CITY OF PEKIN

INVOICE NUMBER: 2011-9
ORDER NUMBER: N/A
TAX NUMBER: 37-6020231
JOB DESCRIPTION: Fund 2011
DATE July 1, 2010

BILL TO:
City of Pekin
111 South Capital
Pekin, Illinois 61554

DATE	SERVICE DESCRIPTION	Year	Share	Total
07/01/10	City of Pekin's Share per Joint Funding Agreement Annual Element FY 2011 Peoria/Pekin Urbanized Area Transportation Study	1	\$11,924.47	\$11,924.47
	Paid May 17, 2010			-\$11,252.15
				\$672.32
				TOTAL DUE

MAKE CHECK PAYABLE TO:
TRI-COUNTY REGIONAL PLANNING COMMISSION

**RESOLUTION 10-47
JOINT PPUATS FUNDING AGREEMENT
ANNUAL ELEMENT OWP FY 2011**

This agreement is hereby entered into by the members of the participating agencies and the Tri-County Regional Planning Commission as the designated MPO under Section 134 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) for the Peoria/Pekin Urbanized Area transportation planning process. It is intended to set forth the procedures and methods agreed upon to provide sufficient local matching funds enabling the Peoria/Pekin urbanized area to receive approximately \$421,819 in Federal Planning (PL) funds, \$128,157 in Federal Transit Administration (FTA) Section 5303 planning funds \$3,800 in FTA Section 5307 planning funds, \$67,000 in other federal transportation planning funds. All funding sources require a 20% local match; requiring a total local match of \$155,194.00 for Fiscal Year 2011. It is further agreed that the Greater Peoria Mass Transit District provides the FTA Section 5307 funds as a pass through membership fee for participation in the planning process.

The federal planning funds, FTA funds and local matching monies will be utilized for the work and services performed in accordance with the Overall Work Program for Fiscal Year 2011. The work and services and their associated costs as contained in the Overall Work Program were adopted by both the PPUATS Policy Committee and the Tri-County Regional Planning Commission.

Each participating agency identified herein, hereby agrees to pay its entire share to the MPO (Tri-County Regional Planning Commission) not later than November 1, 2010. The MPO is hereby designated to deposit local funds in a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate work tasks designated in the Overall Work Program to the responsible agency. The MPO shall make a monthly report to the PPUATS Policy Committee accounting for the expenses incurred on the work tasks identified in the Overall Work Program. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local matching money for FY 2011 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2009.

Agency	Local Agency Share
Peoria County	33,008.29
Tazewell County	32,083.08
City of Peoria	42,676.19
Pekin	11,924.47
East Peoria	8,149.93
Morton	5,871.19
Washington	4,637.43
Peoria Heights	2,336.85
Bartonville	2,222.39
West Peoria	1,677.18
Creve Coeur	1,918.78
Woodford County	8,688.21
TOTAL	155,193.99

**RESOLUTION 10-47
JOINT PPUATS FUNDING AGREEMENT
ANNUAL ELEMENT OWP FY 2011**

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West Peoria	1,677.18
Creve Coeur	1,918.78
Woodford County	8,688.21
TOTAL	155,193.99



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

Name of Thoroughfare	Route	From	To
PPUATS Assessment			
Supplemental			

1. That the proposed improvement shall consist of the City of Pekin's share as per funding agreement FY2011

Peoria-Pekin Urbanized Transportation Study (PPUATS)

_____ and shall be constructed _____ wide
and be designated as Section 75-00107-15-ES _____

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of Six Hundred Seventy-Two and 32/100
fifty-two and 15/100 Dollars (\$672.32) for the
 improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

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

Approved

Date _____

Department of Transportation

Regional Engineer

I, Sue E. McMillan Clerk in and for the
City of Pekin

City, Town or Village

County of Tazewell and Peoria, hereby certify the

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

at a meeting on June 28, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
28th day of June, 2010

(SEAL)

City, Town, or Village Clerk