



City of Pekin

AGENDA

REGULAR COUNCIL MEETING OF MARCH 25, 2002
5:30 P.M.

- I. PLEDGE OF ALLEGIANCE AND NOTEABLES PERFORMANCE**
Mayor David Tebben
- II. ROLL CALL**
- III. APPROVAL OF AGENDA**
- IV. APPROVAL OF MINUTES**
Special Meeting of March 7, 2002
Regular Meeting of March 11, 2002
- V. PUBLIC INPUT ON AGENDA ITEMS**
- VI. CONSENT AGENDA**
 - 1. Receive and File Monthly Reports: Tourism
 - 2. Proclamation: Week of the Young Child April 6-13th
Pekin Noteables and Concert Choir Week
 - 3. Charitable Solicitation: VFW Poppy Days May 17 and May 18, 2002
 - 4. Resolution No. 171 - Appointing Ann J. Trumpy to the Housing Board to fill the unexpired term of Moessmer
- VII. OLD BUSINESS**
Resolution No. 166 – Amending the Community Development Block Grant 2001 Action Plan
Motion to reconsider
- VIII. NEW BUSINESS**
 - 1. Ordinance No. 2286 - Amending Title 6 of the Code of the City of Pekin Regarding Number of Police
 - 2. Ordinance No. 2287 - Accepting an Agreement to Purchase and Authorizing the Purchase of Real Property 107 Susannah
 - 3. Ordinance No. 2288 - Authorizing the Execution and Delivery of an Intergovernmental Cooperation Agreement 2002 Assist Program

4. Ordinance No. 2289 – Authorizing the City of Pekin to File a Petition with the Illinois Commerce Commission Requesting Approval to Commence Eminent Domain Proceedings Against Illinois American Water Company
5. Resolution No. 172 – Authorizing the Acquisition of Property by Eminent Domain – Veteran's Drive
6. Veterans Drive Land Acquisitions
7. Resolution No. 173 -Authorizing Redemption of Mortgage Revenue Bonds Series 1990
8. Resolution No. 174 - Appropriating MFT Funds for the Court St. @ Forest Dr.
9. Contract with Computer Age
10. Agreement with Clark Engineers, Inc. for Pekin Overlook Construction Administration
11. Tourism Grant for Heart of Illinois Sr. Olympics in the amount of \$2,000

IX. ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL
Press Time

X. EXECUTIVE SESSION
Collective Bargaining
Acquisition of Real Estate

XI. ADJOURNMENT

PROCEEDINGS OF A SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBER OF THE CITY HALL
ON THURSDAY, MARCH 77, 2002, AT 3:30 P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING

PRESENT: COMMISSIONERS, BARRA, MASSAGLIA, ORRICK, AND RICHMOND

ABSENT: NONE

Notice of a special meeting to discuss potential riverfront development was received by Council on February 21, 2002. Some business items were listed on the agenda because of the cancelled regular meeting of February 25, 2002.

The Pledge of Allegiance was led by Mayor Tebben.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Orrick, seconded by Com'r. Barra, that the Agenda, be approved as presented On roll call vote, all present voted Aye.

Motion by Com'r. Orrick, seconded by Com'r. Barra, that the Minutes of the Regular City Council Meeting of February 11, 2002, be approved as written. On roll call vote, all present voted Aye.

New Business

Motion by Com'r. Orrick, seconded by Com'r. Richmond, that the JOINT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR VETERAN'S DRIVE (Broadway to Court) Construction be approved. Public Works Director Dennis Kief told Council the project would include Broadway improvements at the new intersection with Veteran's Drive. There were no intended changes to jurisdiction nor maintenance as agreed by Groveland and Elm Grove Road Districts and Tazewell County's signed addendums to the joint agreement. On roll call vote, all present voted Aye.

Motion by Com'r. Orrick, seconded by Com'r. Barra, that the JOINT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL UPGRADE - LED SIGNAL HEADS be approved. Public Works Director Dennis Kief reported that the LED signal heads were proven to be highly efficient and low maintenance. Originally estimated City share of the 21 State Highway system signals was \$30,000.00. IDOT was able to change the status from "maintenance" to "modernization" resulting in the majority of funding to be Federal thereby reducing the City cost to \$7,700.00. He intended to negotiate independently with the awarded contractor to install lights at the remaining 10 City signalized intersections. The following resolution would appropriate those funds for the City share of the original project from motor fuel tax. The project would be completed this construction season. On roll call vote, all present voted Aye.

RESOLUTION NO. 163

Motion by Com'r. Barra, seconded by Com'r. Orrick, that Resolution No. 163 be adopted and the Mayor and City Clerk be authorized to execute and file all documentation required with the Illinois Department of Transportation, the resolution APPROPRIATING MFT FUNDS FOR COST OF TRAFFIC SIGNAL UPGRADE - Led signal heads in the amount of \$7,700.00. On roll call vote, all present voted Aye.

Motion by Com'r. Barra, seconded by Com'r. Richmond, that the proposal in the amount of \$55,000.00 for FIRE RESCUE TRUCK be accepted and the purchase be awarded to Fire Trucks of Illinois, Inc. Fire Chief John Janssen reported the new rescue truck would accommodate the department's need for more gear room, 4 doors, and supply box for solutions that can't be frozen. On roll call vote, all present voted Aye.

Communications

From City Hall Council Chambers a bus of Council, staff, media and local citizens toured the riverfront area to visualize future development.

John Hamann handling the demolition of the first grain elevator, served as the guide and pointed out areas targeted for cleanup, from Coopers Island on the north edge of the riverfront to the ongoing demolition of City owned property south of the intersection of Fayette and Front Streets.

He reported the City was reclaiming and sprucing up what already belongs to the public. Trimming back scrub trees and removing debris, parking blocks knocked out of place were to be reset, new fencing and landscaping designed to discourage access to 4-wheelers would replace poles and cables damaged, surfaces around the parking lot to be repaved. A picnic area was envisioned. Debris washing ashore would be a challenge to keep clean but spruce up would be relatively inexpensive and ongoing maintenance was planned. He explained a tentative concept was

- to not put any buildings on the water's edge blocking the view
- grain elevators to be demolished to a level for construction of possible restaurant on top and concrete used for fill for overlook
- Front Street become green space except for railroad which continues to provide service to manufacturers through a lease agreement

The group returned to the Council Chambers to narrow down possibilities for development of the riverfront. It was agreed it would be wise to explore development options before demolishing structures that could serve as foundation for projects. Mayor Tebben called for suggestions from Council, staff and citizens present.

Ideas were divided into list of preferred development, permissible, and forbidden

- Bike rental shop with trail traversing riverfront project
- Round trip rail service to Peoria
- Waterfall and playground
- Rotating restaurant atop a grain elevator
- Hotel
- Marina with slips
- Conference center

It was agreed forbidden list include

- No obstruction west of Front Street - open to river
- Condominiums and apartments would be banned if Council intended to keep the river view public
- No private clubs

Further discussed:

- There was no opposition to the sale of liquor at the riverfront
- The City would work with the Park District for plans for green space but not exchange property
- The importance of timing for demolition of remaining elevators and houses and the role the demolition and expense could play in attracting or discouraging potential developers

No formal action was taken.

No motion was heard and Mayor Tebben postponed the Executive Session of the Council until March 11, 2002 agenda.

A motion was made by Com'r. Barra, seconded by Com'r. Orrick, that Council adjourn. Motion carried by voice vote.

MEETING ADJOURNED AT 6:00 P.M.

Sue E. McMillan
City Clerk

**PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF THE CITY HALL
ON MONDAY, MARCH 11, 2002 AT 5:30 O'CLOCK P.M.
R. DAVID TEBBEN * MAYOR * PRESIDING**

PRESENT: COMMISSIONERS, BARRA, ORRICK, MASSAGLIA, AND RICHMOND

ABSENT: NONE

The Pledge of Allegiance was led by Mayor Tebben.

Roll was called and all commissioners were present.

Agenda

Motion by Com'r. Orrick, seconded by Com'r. Barra, that the Agenda, be amended by deleting the Approval of Minutes for the Special Meeting on March 7, 2002 and under New Business deleting #20 Veterans Drive Right-of-Way Acquisition. On roll call vote, all present voted Aye.

Motion by Com'r. Orrick, seconded by Com'r. Barra, that the Agenda, be approved as amended. On roll call vote, all present voted Aye.

Consent Agenda

Motion by Com'r. Orrick, seconded by Com'r. Barra, that the Consent Agenda be approved as presented.

1. Receive and File Monthly Reports: Fire, Police, Wastewater Treatment Plant, Zoning and Inspections (Building, Code Enforcement, Sewer & Plumbing, Electrical, HVAC) Tazewell Animal Control, Inspections, Pekin Main Street, Finance Report, Tourism and Traffic Safety Committee
2. Charitable Solicitation: Lupus Tag Day Friday, October 4, 2002
3. Receive and File Police Department 2001 Year End Report
4. Resolution No. 168 - Zoning Map of The City of Pekin
5. Receive and File Bids for Roofing Work at Service Center 1130 Koch Street opened March 5 @10:00 a.m.

KREILING ROOFING	PEORIA ROOFING	L.W. THOMAS ROOFING	KELLEY ROOFING
\$37,800.00	\$41,340.00	\$51,890.00	No bid

6. Receive and File Pekin Planning Commission Minutes Dated February 13, 2002
7. Receive and File Planning Commission Recommendations and Hearings:
 - a. #1526 – recommends that the rezoning assignment of R-1 for property at 2617 S. 14th street be approved
 - b. #1527 – recommends Preliminary Plat for Lake Kennedy, Section #2 be approved
 - c. #1528 – recommends Preliminary Plat for Villas at Lutticken's Cove be approved
 - d. #1529 – Special Use for Cluster Development for Villas at Lutticken's Cove be approved
 - e. #1530 – Site Plan for Cluster Development for Villas at Lutticken's Cove be approved
 - f. #1531 – Special Use for a Model Home for Villas at Lutticken's Cove be approved
 - g. #1532 – Site Plan for a Model Home for Villas at Lutticken's Cove be approved

On roll call vote all present voted Aye.

Communications, Petitions, Reports

Mayor Tebben opened a public hearing at 5:32 p.m. to consider AN AMENDMENT TO AN ANNEXATION AGREEMENT REGARDING THE DEVELOPMENT KNOWN AS LUTTICKEN'S COVE. The Clerk confirmed that notice was properly given in the *Pekin Times* on February 25, 2002 that persons having an interest would be given the opportunity to be heard. City Engineer Joe Wuellner stated that essentially the amendment would allow the new land owner to follow

the standard City codes versus the special coded or requirements that were setup in the original agreement. No additional comments were received. The hearing was closed at 5:35 p.m.

A second public hearing was opened at 5:35 p.m. to contemplate the adoption of an ordinance authorizing the **VACATION OF CERTAIN RIGHT OF WAY IN PRIVETT AND STURGEON ADDITIONS**. The Clerk confirmed that notice was properly given in the *Pekin Times* on February 20, 2002 that interested persons would be given the opportunity to be heard. Fire Chief John Hamann explained that the right of way next to the new Deerfield Estates Subdivision was of no use to the City. Abutting landowners were contacted and willing to pay compensation and fees to acquire the land for their use. No property owners or citizens spoke at this time. No additional comments were received. The hearing was closed at 5:40 p.m.

Chief of Fire Operations John Janssen presented to Fire Chief John Hamann a large wooden plaque with fire ax attached in honor of his retirement after 21 years of service. Chief Hamann recounted the change in the forms of government he had seen over the years and the involvement of staff for better service to the community. Mayor Tebben extended appreciation for his years of service, leadership, guts and management. City Manager Hierstein praised his efforts for his role in the riverfront development project.

New Business

RESOLUTION NO. 166

AMENDMENT COMMUNITY DEVELOPMENT BLOCK GRANT 2001 ACTION PLAN - ENVIRONMENTAL ASSESSMENT

Motion by Com'r. Orrick, seconded by Com'r. Barra, that Resolution No. 166 be adopted. On roll call vote, all present voted Aye.

RESOLUTION NO. 167

AMENDMENT COMMUNITY DEVELOPMENT BLOCK GRANT 2001 ACTION PLAN - STREET MAINTENANCE

Motion by Com'r. Orrick, seconded by Com'r. Barra, that Resolution No. 167 be adopted. On roll call vote, all present voted Aye.

RESOLUTION NO. 164

APPROVING THE FISCAL YEAR 2002 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

Motion by Com'r. Orrick, seconded by Com'r. Barra, that Resolution No. 166 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 2282

AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN ANNEXATION AGREEMENT REGARDING THE DEVELOPMENT KNOWN AS LUTTICKEN'S COVE

Motion by Com'r. Orrick, seconded by Com'r. Barra, that Ordinance No. 2282 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 1568-A128

PROVIDING FOR THE ZONING OF CERTAIN PROPERTY COX / 2617 S. 14TH STREET

Motion by Com'r. Orrick, seconded by Com'r. Barra, that Ordinance No. 1568-A128 be adopted. On roll call vote, all present voted Aye.

RESOLUTION NO. 169

PRELIMINARY PLAT LAKE KENNEDY SECTION #2

Motion by Com'r. Barra, seconded by Com'r. Orrick, that Resolution No. 169 be adopted. On roll call vote, all present voted Aye.

RESOLUTION NO. 170

PRELIMINARY PLAT VILLAS AT LUTTICKEN'S COVE

Motion by Com'r. Barra, seconded by Com'r. Orrick, that Resolution No. 170 be adopted. On roll call vote, all present voted Aye.

Motion by Com'r. Barra, seconded by Com'r. Orrick, that the **SPECIAL USE REQUEST FOR CLUSTER DEVELOPMENT FOR VILLAS AT LUTTICKEN'S COVE** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Barra, seconded by Com'r. Richmond, that the **SITE PLAN FOR CLUSTER DEVELOPMENT FOR VILLAS AT LUTTICKEN'S COVE** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Barra, seconded by Com'r. Richmond, that the **SPECIAL USE REQUEST FOR A MODEL HOME FOR VILLAS AT LUTTICKEN'S COVE** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Barra, seconded by Com'r. Richmond, that the **SITE PLAN FOR A MODEL HOME FOR VILLAS AT LUTTICKEN'S COVE** be approved. On roll call vote, all present voted Aye.

Motion by Com'r. Barra, seconded by Com'r. Orrick, that the **AGREEMENT WITH CLARK ENGINEERS, INC. FOR COURT STREET LIGHTING CAPITOL TO 7TH STREET** in the amount of \$14,500.00 be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 2283

VACATING A PORTION OF RIGHT OF WAY IN PRIVETT AND STURGEON ADDITION IN THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

Motion by Com'r. Barra, seconded by Com'r. MASSAGLIA Richmond, that Ordinance No. 2283 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 2284

APPROVING A TAX REDEVELOPMENT PLAN AND PROJECT FOR AN EXTENSION OF THE BOUNDARY OF THE DOWNTOWN TIF DISTRICT, IN THE CITY OF PEKIN, TAZEWELL COUNTY

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that Ordinance No. 2284 be adopted. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **BID IN THE AMOUNT OF 437,800.00 FOR NEW ROOFING WORK AT 1130 KOCH STREET** be accepted and the contract be awarded to Kreiling Roofing Company. On roll call vote, all present voted Aye.

RESOLUTION NO. 165

AUTHORIZING THE ASSUMPTION OF CERTAIN BUILD ILLINOIS AND EDFAP LOANS -

Motion by Com'r. Richmond, seconded by Com'r. Orrick, that Resolution No. 165 be adopted. On roll call vote, all present voted Aye.

Motion by Com'r. Richmond, seconded by Com'r. Massaglia, that the **PEKIN AREA TOURISM BUREAU APPLICATION FOR HOTEL/MOTEL TAX FUND ASSISTANCE TO THE 4 DIRECTIONS PRODUCTIONS FOR THE NATIVE AMERICAN POW WOW** in the amount of \$2,400.00 be approved. On roll call vote, all present voted Aye.

ORDINANCE NO. 1462-A194

AMENDING TITLE 8, CHAPTER 4, SECTION 1 OF THE CODE OF THE CITY OF PEKIN 1995 REGARDING NO-PARKING PLACES / COURTS @ 4TH AND MARGARET @ 12TH

Motion by Com'r. Massaglia, seconded by Com'r. RICHMOND Orrick, that Ordinance No. 1462-A192 be adopted. On roll call vote, all present voted Aye.

ORDINANCE NO. 2285

**AMENDING TITLE 3 OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING SALE OF LIQUOR**

Motion by Com'r. Massaglia, seconded by Com'r. Richmond, that Ordinance No. 2285 be adopted. On roll call vote, all present voted Aye.

Other Business

City Manager Hierstein told Council that a fire, disruption in power, and lack of response by the water company cause concern and discussion at the fire union meeting he attended that morning. He spoke of his concerns that the fire had to be fought without enough water pressure over the weekend resulting in a total loss to the auto body business. He hoped that the community shared his concerns.

Dennis Kief addressed Council from a prepared statement regarding his support of the City of Pekin proceeding with the purchase of Illinois American Water Company. Council members indicated the City's approach was honest, straight facts as opposed to the IAWC's spending thousands of dollars in advertising of twisted facts. They reiterated the City would not raise taxes for the purchase and that the City was very capable of providing water service to its citizens. They requested the community take control of their water and also encouraged everyone to vote in the election on March 19th.

Reporters from the *Peoria Journal Star*, the *Pekin Daily Times* and news media stations were given the opportunity to ask questions.

Steve Smith Director of Northern District of Illinois American Water Company addressed Council regarding charges of delayed response to a fire that destroyed Jim's Automotives. He stated the first call was only on hold a short time. In answer to the Mayor's questioning the delay on other calls he stated he would need to check the records.

Motion by Com'r. Massaglia seconded by Com'r. Orrick, that Council take a 10 minute recess and then move to **Executive Session** to discuss Pending and Threaten Litigation and Collective Bargaining and Purchase of Real Estate. On roll call vote, all present voted Aye.

No further business to come before the Council, a motion was made by Com'r. Massaglia, seconded by Com'r. Richmond, that Council adjourn. Motion carried by voice vote.

COUNCIL ADJOURNED AT 7:35 P.M.

Sue E. McMillan
City Clerk

Pekin Tourism Commission

Minutes for March 18, 2002

Present: Bill Fleming, Terri Gambetti, Althea Geiser, Rick Jameson, Jim Kouri, Randy McDaniels, Brock Nissen

Absent: Jill Ellestad, Cindy Galyean, Kim Uhlig

I. Updates

- Cable TV Advertising. The grant application Kim submitted to the State is still pending. Randy suggested that the board discuss this topic further at the April meeting in order to get started with this year's campaign. Randy handed out sheets with the tag lines for everyone's approval.
- The City Council approved the grant for 4 Directions Productions in the amount of \$2,400.
- Bill gave an update on the Pier Dedication/Boat Cruise. The date for the event is Saturday June 8. The cruise will be from 1:00 to 3:00, with the Pier Dedication afterwards. Cost per person is \$15.
- Terri announced the date of the Pekin Park District 100 Year Anniversary Celebration. It will be Saturday July 20th.
- Terri announced that Paula Peterson has taken over ownership of the Horse Stables in McNaughton Park. The facility is now called *Rockin' P Public Riding Ranch*.

II. New Business

- Heart of Illinois Senior Olympics. A grant in the amount of \$2,000 was approved for this event. This will go before City Council for final approval.
- Illinois Catfish Association. A grant in the amount of \$300 was approved for this organization's event in July.
- Main Street Farmer's Market. Kim has volunteered to head the committee to organize this event for 2002. Brock gave a brief update of what is currently being done to get started. We will discuss this topic further at the April meeting.

Next Meeting: April 15th at 3:30 p.m. at the Holiday Inn Express

VFW



VETERANS OF FOREIGN WARS OF THE U.S.
ROY L. KING POST NO. 1232
15665 VFW Road
Pekin, Illinois 61554

March 15, 2002

Mr. David R. Tebben:
Mayor of Pekin
400 Margaret Street
Pekin, Illinois 61554

Honorable Mayor Tebben:

Roy L. King Post 1232 Veterans Of Foreign Wars, request permission to hold our annual Poppy Day Sale Friday, May 17th and Saturday, May 18th, 2002.

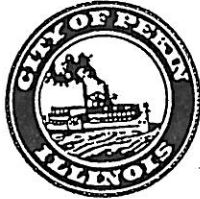
Please advise soonest if this is acceptable. Thank you for your consideration.

Sincerely Yours,

A handwritten signature in dark ink, appearing to read "J. Ryan Hubbard". The signature is fluid and cursive, with the first name "J." being small and the last name "Hubbard" being more prominent.

J. Ryan Hubbard
Commander Roy L. King
Veterans of Foreign Wars Post 1232
22025 Allentown Road
Tremont, Illinois 61568

Office of the Mayor



Proclamation

WHEREAS, the Heart of Illinois Association for the Education of Young Children, in conjunction with the National Association for the Education of Young Children, are celebrating the Month of the Young Child, April, 2002; and

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community, these groups hope to improve the quality and availability of such services; and

WHEREAS, the future of our community depends on the quality of the early childhood experiences provided to young children today; and

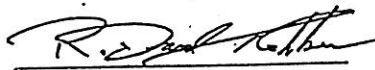
WHEREAS, high-quality early childhood services represent a worthy commitment to our children's future,

NOW, THEREFORE, BE IT RESOLVED that I, R. DAVID TEBBEN, Mayor of the City of Pekin, do hereby proclaim the month of April and the week of April 6th-13th, 2002, as

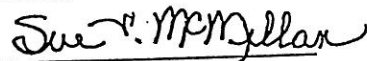
"WEEK OF THE YOUNG CHILD"

in the City of Pekin, Tazewell County, Illinois, and urge all our citizens of Pekin to recognize and support the needs of young children in our community

ADOPTED, this 25th day of March, in the Year of Our Lord, Two Thousand and Two.


R. DAVID TEBBEN
Mayor

ATTEST:


SUE E. MCMILLAN
City Clerk

Office of the Mayor



Proclamation

WHEREAS, the Pekin Community High School Noteables and Concert Choir have earned a renowned reputation for musical excellence and have been strongly supported by the community over the past many years; and

WHEREAS, that reputation has gained Pekin Community High School, the City of Pekin, and its citizens recognition on an area-wide and national basis; and

WHEREAS, the Noteables and Concert Choir will embark on an educational and performance-driven trip, performing at the University of Missouri-Kansas City, and, at the Riverwalk and at a Nursing Home in San Antonio, Texas, entertaining and learning along the way; and

WHEREAS, the Noteables and Concert Choir, under the direction and supervision of Dr. James Rimington, will serve as goodwill ambassadors for Pekin Community High School and the Citizens of the City of Pekin; and

NOW, THEREFORE, BE IT RESOLVED, that I R. David Tebben, Mayor of the City of Pekin, do hereby proclaim the week of March 26th thru April 1, 2002

"PEKIN NOTEABLES AND CONCERT CHOIR WEEK"

in the City of Pekin, Tazewell County, Illinois, and we encourage everyone in Pekin to wish these traveling representatives and ambassadors of our proud community a safe journey and all the best in the many miles that lie ahead of them.

ADOPTED, this 25th day of March, in the Year of Our Lord, Two Thousand and Two.

R. DAVID TEBBEN
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

VI. 4.

171
RESOLUTION No. _____

March 25, 2002
PEKIN, ILLINOIS, _____ 19____

RESOLUTION BY COMMISSIONER _____

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS, THAT:
the Mayor's appointment of Ann J. Trumpy to the Pekin Housing Authority to fill the unexpired
term of Moessner until January 14, 2003 is approved.

1014 Florence

Pekin, IL 61554

SIGNED BY _____

MAYOR.

HOUSING BOARD

2ND TUESDAY OF THE MONTH (HOUSING OFFICE)

ANN J. TRUMPY
1014 FLORENCE
688-7481 (office)..... TERM ENDS JANUARY 14, 2003

DAVID VOLZ
7 GALE COURT
655-2862 (office)
347-8505 TERM ENDS JANUARY 14, 2004

SHIRLEY MOORE
205 PARK RIDGE LANE
346-7996 TERM ENDS JANUARY 14, 2005

KARL JORDAN
1827 VALLE VISTA
347-1391 TERM ENDS JANUARY 14, 2006

ROBERT SMALL
803 PARK AVENUE
347-7993 TERM ENDS JANUARY 14, 2007

DENNIS GREEN, DIRECTOR
PEKIN HOUSING
1901 BROADWAY
346-7996

RESOLUTION NO. 166

***A RESOLUTION AMENDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT 2001 ACTION PLAN***

WHEREAS, the City of Pekin is entitled to a Community Development Block Grant or CDBG from the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Pekin plans to amend its 2001 CDBG Action Plan to fund an Environmental Assessment of the Riverfront Development Area; and

WHEREAS, the Citizens of Pekin have been provided proper notice and an opportunity to comment on the proposed amendment to the 2001 CDBG Action Plan; and

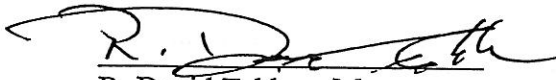
WHEREAS, the comments of the citizens with respect to the 2001 CDBG Action Plan have been considered.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Pekin is authorized and directed to endorse the amended 2001 CDBG Action Plan on behalf of the City of Pekin, and to enter into any and all contractual obligations with the U.S. Department of Housing and Urban Development regarding the Action Plans.

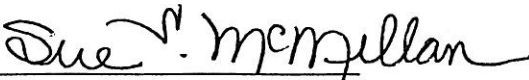
BE IT FURTHER RESOLVED that the Assistant Director of Planning & Development is authorized to submit the amended 2001 Action Plan to the U.S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED that this Resolution remain in full force and effect from and after its passage.

ADOPTED by the Mayor and members of the Pekin City Council this 11th day of March 2002, A. D. in regular public session.


R. David Tebben, Mayor

ATTEST:


Sue E. McMillan, City Clerk

ORDINANCE NO. 2286

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 6-1-1B
OF THE CODE OF THE CITY OF PEKIN 1995
REGARDING NUMBER OF MEMBERS OF THE POLICE DEPARTMENT**

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

WHEREAS, it is necessary for the health, safety and welfare of the City to change the number of authorized personnel within each rank of the Fire Department of the City; and

WHEREAS, it is in the best interests of the City of Pekin to amend the City Code regarding Number of Members of the Police Department.

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

Title 6, Chapter 1, Section 6-1-1B, of the Pekin City Code shall be deleted in its entirety and the following inserted in its place:

There shall be within the Police Department the following classification of ranks and number of persons within the various ranks in order of their superiority which shall be as follows:

One (1) Chief of Police

Two (2) Deputy Chiefs

Three (3) Lieutenants

Seven (7) Sergeants

Forty-One (41) Patrol Officers.

In case of a vacancy in any office or position herein designated, neither the Police Chief nor the Manager shall be required to fill such office or position if in their judgment and discretion there is no necessity therefor.

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

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

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

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2002; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this ____ day of _____, 2002

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2287**AN ORDINANCE ACCEPTING AN AGREEMENT TO PURCHASE
AND AUTHORIZING THE PURCHASE OF REAL PROPERTY
WITHIN THE CITY OF PEKIN, ILLINOIS (107 SUSANNAH STREET)**

WHEREAS, HARRY TISDALE and IDA MAE TISDALE (collectively the "Seller"), owns the real property commonly known as 107 Susannah Street, Pekin, Illinois (the "Property"); and

WHEREAS, the City Council of the City of Pekin has determined that the above-described real estate is desirable and will aid the City in its redevelopment of the riverfront; and

WHEREAS, the City and the Seller have negotiated a proposal to purchase the Property, a copy of which said Residential Sales Contract is attached hereto as Exhibit "A" and made a part thereof by reference thereto; and

WHEREAS, the City Council has found and determined it in the best interests of the City of Pekin and its residents that the City of Pekin enter into the Residential Sales Contract with the Seller on the terms and conditions as set forth in Exhibit "A" attached hereto; and

WHEREAS, the City believes that the purchase of the Property is in the vital and best interests of the City and the health, safety, morals and welfare of its residents.

**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 Residential Sales Contract between the City of Pekin and HARRY TISDALE and IDA MAE TISDALE, attached hereto as Exhibit "A" and by this reference incorporated herein, for the property commonly known as 107 Susannah Street, Pekin, Illinois for the sum of \$26,000.00 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 Residential Sales Contract.

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 Residential Sales Contract and such other documents as may be necessary to consummate the transaction contemplated herein and in said Residential Sales Contract.

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: _____

ABSTANING: _____

PASSED in the due form of law by the City Council of the City of Pekin, Illinois, at its regular meeting held on the 25th day of March, 2002.

MAYOR

ATTEST:

CITY CLERK

RESIDENTIAL SALES CONTRACT

1. **MUTUAL COVENANTS.** Seller agrees to sell and Buyer agrees to purchase, upon the terms set forth in this Contract, the real estate commonly known as 107 Susannah Street, Pekin, Illinois with a tax identification number 04-34-451-005, (hereinafter "Premises"), situated in Tazewell County, Illinois,.
2. **OFFER AND ACCEPTANCE.** These terms shall constitute an offer which shall expire and earnest money shall be returned, unless this offer is accepted on or before March 30, 2002, at 5:00 o'clock P.M., or withdrawn in writing prior to acceptance.
3. **PURCHASE PRICE.** Buyer agrees to pay Seller the total sum of \$26,000.00. The Buyer shall pay to the Seller the sum of \$1,500.00 as earnest money at the time of execution and delivery of this contract. The balance of the purchase price, adjusted by prorations and credits allowed the parties by the Contract, shall be paid to Seller when closed.
4. **FINANCING.** This Contract is not subject to conditions or arrangements relating to the financing of Buyer's purchase.
5. **CLOSING.** The closing shall be on or before 6:00 P.M. on June 30, 2002 or such other time as may be mutually agreed in writing. The closing shall be held at the office of Buyer's attorney, or such other place as the parties may agree. All available surveys, owner's manuals and equipment warranties shall be delivered to Buyer at or before closing. If the closing is delayed past the closing date due to the fault of either party, even if this transaction is subsequently closed, the defaulting party shall pay damages as provided for in this Contract. The non-defaulting party will be entitled to collect damages as soon as the default occurs and the notice to cure provisions in paragraph 15 are not applicable to this paragraph.
6. **POSSESSION.** Seller shall deliver possession at time of closing, and all leases shall be terminated and all tenants shall have vacated the Premises. If Seller does not give possession on the date provided for in this Contract, Buyer may seek possession by any means available in law or equity. Prior to possession, Seller shall remove all debris and personal property not sold to Buyer. If Seller fails to provide buyer with possession on the day provided for in this Contract, Buyer will be entitled to collect damages upon the failure to provide possession. The notice and cure provisions in paragraph 15 of this Contract are not applicable to this paragraph.
7. **CONVEYANCE.** Seller's conveyance shall be by a recordable Warranty Deed with release of homestead rights, subject only to exceptions permitted herein, at the closing of this transaction upon Buyer's compliance with the terms of this Contract. Seller shall also provide the state and county transfer tax declarations and any other transfer tax declaration, or zoning exemption certificate. Within ten (10) days after acceptance of this

Contract, Buyer shall notify Seller or Seller's attorney, in writing, how Buyer will take title to the Premises.

8. **FIXTURES AND PERSONAL PROPERTY.** Seller shall convey all existing improvements and fixtures (unless leased), including but not limited to all attached carpeting and other attached floor coverings, all attached cooling, heating, plumbing and electrical systems and all available screens, storm sashes and combination doors, window shades and blinds, awnings, sump pump, ceiling fans, water softener, built-in appliances and cabinets, planted vegetation, radiator covers, garage door openers and remote units, and security system. All included items shall be left on the Premises at closing and are included in the sale price.
9. **CONDITION OF PREMISES.** Buyer acknowledges inspection of the Premises and accepts the same in as-is condition as of the date of the Buyer's final inspection prior to submission of this offer.
10. **INSURANCE.** Seller shall, at Seller's expense, keep the Premises constantly insured with a responsible insurance company or companies against loss by fire with extended coverage for its full insurable value until closing. If the Premises are materially damaged by fire or other casualty before closing, Buyer may, at Buyer's option: (a) accept the insurance or other settlement and complete the transaction; or (b) terminate this Contract, in which event the amount paid by Buyer hereunder shall be refunded.
11. **EVIDENCE OF TITLE.** Seller shall order within ten (10) calendar days from acceptance and Seller shall deliver at least ten (10) calendar days before closing to buyer showing Seller's merchantable title in the Premises a Commitment for Title Insurance issued by a title insurance company regularly doing business in the county where the Premises are located, committing the company to issue an ALTA policy insuring title to the Premises in Buyer for the amount of the purchase price.

Permissible exceptions to title shall include only: (a) the lien of general taxes not yet due; (b) zoning laws and building ordinances; (c) easements of record; (d) limitations and conditions imposed by the Illinois Condominium Property Act, if applicable; (e) items assumed by Buyer hereunder; (f) any lien which may be removed by the payment of money from the purchase price at closing; (g) covenants and restrictions of record; and (h) reservation of mineral title; provided, none of the foregoing exceptions are permissible if they are violated by the existing improvements or the present use of the Premises or if they materially restrict the reasonable use of the Premises for residential purposes.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of the exceptions to Seller within a reasonable time, but not later than five (5) days before the closing date, Seller shall have a reasonable time (but not later than the closing date) to have the title exceptions removed. If Seller is unable to cure the exceptions or if any extension beyond the closing date would result in the expiration or adverse change in

the terms of Buyer's loan commitment, then Buyer shall have the option to terminate this Contract and Seller shall refund the earnest money.

12. **SELLER'S AFFIDAVIT.** Upon Buyer's request, Seller shall execute at the closing a standard Seller's Affidavit on the form customarily used in the county in which the Premises is located. The Seller's Affidavit will be prepared and provided by the Buyer to the Seller. If a term or provision in the standard Seller's Affidavit differs from the actual terms or provisions of this Contract or any amendments, the terms of the Seller's Affidavit will be modified to conform to the terms or conditions as provided for in this Contract.
13. **TAXES AND ASSESSMENTS.** Real Estate taxes and any special service district taxes shall be prorated through (and including) the date of possession and a credit for same allowed Buyer. If the amount of the taxes is not then ascertainable, prorating shall be on the basis of the most current not taxable value of the property (current equalized assessed value, less all exemptions) times the most current tax rate. All exemptions shall extend to the benefit of Buyer. Special assessments which are a lien upon the real estate as of the date of closing shall be Seller's expense and paid in full at closing or a credit for same allowed Buyer. Transfer taxes shall be paid by Seller.
14. **MISCELLANEOUS PRORATIONS.** Premiums on any insurance policies assigned to Buyer; rents, if applicable; accrued interest on any assumed mortgage; private service contracts; and homeowners and/or condominium association dues and assessments, if any, shall be prorated as of the closing date. Buyer shall be given a credit for any security deposits held by Seller.
15. **DEFAULT.** If either party does not perform any obligation under this Contract (a "default"), the non-defaulting party shall give written notice of the default to the defaulting party. Notice must be given no later than seven (7) days after the scheduled closing date (or any written extension thereof) or possession. Failure to provide the notice shall limit available remedies of the non-defaulting party to recovery of the earnest money deposit. If notice is properly given, and the defaulting party does not cure the default within 10 days of the notice, the non-defaulting party may pursue any remedy available in law or equity, including specific performance. Amounts recoverable for damages are not limited to the amount of the earnest money deposit. In the event of litigation, the defaulting or losing party shall pay upon demand the reasonable attorney's fees and court costs (if any) incurred by the prevailing party.
16. **PRECLOSING INSPECTION.** At a prearranged, reasonable time within five (5) days prior to closing, Buyer shall have the right to inspect the Premises and other property sold hereunder to determine that there has been no material change in the condition of same and to otherwise determine compliance with the terms and conditions of this Contract. Buyer shall give Seller written notice prior to closing of any problems identified during Buyer's inspection.

17. **NOTICES.** Any notice required under this Contract shall be in writing and shall be deemed served upon Seller or Buyer when personally delivered, deposited for mailing by first class mail, or by sent facsimile with written confirmation by first class mail sent the same day to buyer, Seller or their Attorneys at the addresses and facsimile number set forth herein.
18. **RESPA; FIRPTA.** If applicable, Seller and Buyer agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, and (if Seller is not a citizen of the United States) furnish such action and documents as are necessary to comply with the Foreign Investment in Real Property Tax Act. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction.
19. **ENTIRETY OF AGREEMENT.** This Contract contains the entire agreement between the parties and **NO ORAL REPRESENTATION, WARRANTY or COVENANT** exists. This contract supersedes and nullifies any agreement (or offer or counteroffer) as may have been given or entered into by the parties prior to the date of the acceptance hereof.
20. **PERFORMANCE.** Except for acceptance (of offer or counteroffer), possession or counteroffer, whenever the time for performance falls upon a Saturday, Sunday, or state or federal holiday, the time for performance shall be extended to the next business day.
21. **TIME OF THE ESSENCE.** Time for performance of the obligations of the parties is of the essence of this Contract.
22. **MANDATORY DISCLOSURE BY SELLER.** Illinois' Residential Real Property Disclosure Act requires Sellers of residential real property (unless newly constructed and not previously occupied) to provide Buyers with a prescribed disclosure report. Seller certifies that there have been no material changes since Seller executed the disclosure report. In addition, Seller shall promptly notify Buyer in writing of any material defects, of which Seller becomes aware, in the Premises until the date of possession.

_____ (a) Buyer has received a copy of the disclosure report prior to signing this Contract.

_____ (b) Buyer has not yet received a copy of the disclosure report. When a report is required, if it discloses a material defect, Buyer will have three (3) business days after receipt to terminate this Contract and have the earnest money returned without any liability. If a report is required, Buyer's refusal to close until three (3) business days after receipt shall not be a breach of the Contract. Termination may not occur after closing.

**CAUTION: THIS WILL BE A LEGALLY BINDING CONTRACT WHEN FULLY
SIGNED AND THE PARTIES SHOULD SEEK LEGAL COUNSEL.**

SELLER:

BUYER:

CITY OF PEKIN, an Illinois municipal
corporation

HARRY TISDALE

By: _____
Its: _____

ATTEST:

IDA MAE TISDALE

By: _____
Its: _____

ORDINANCE NO. 2288

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

WHEREAS, pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Pekin, Tazewell and Peoria Counties, Illinois, is a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "*Municipality*"); and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, and particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Municipality is authorized to issue its revenue bonds in order to aid in providing an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford, which constitutes a valid public purpose for the issuance of revenue bonds by the Municipality; and

WHEREAS, the Municipality has now determined that it is necessary, desirable and in the public interest to issue revenue bonds to provide an adequate supply of safe, decent and sanitary residential housing for low and moderate income persons and families within the Municipality, which such persons and families can afford; and

WHEREAS, pursuant to Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (*5 Illinois Compiled Statutes 2000, 220/1 et seq.*, as supplemented and amended), public agencies may exercise and enjoy with any other public agency in the State of Illinois any power, privilege or authority which may be exercised by such public agency individually, and, accordingly, it is now determined that it is necessary, desirable and in the public interest for the Municipality to enter into an Intergovernmental Cooperation Agreement (the "*Cooperation Agreement*") dated as of April 1, 2002, by and among the Municipality and certain other municipalities named therein (the "*Municipalities*"), to

provide for the joint issuance of such revenue bonds to aid in providing an adequate supply of residential housing in such Municipalities (the "*Program*"); and

WHEREAS, to provide for the Program, the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, and the City of Springfield, Sangamon County, Illinois, jointly (the "*Issuers*"), propose to issue, sell and deliver their Collateralized Single Family Mortgage Revenue Bonds, Series 2002, in an aggregate principal amount not to exceed \$250,000,000 (the "*Bonds*") in one or more series to obtain funds to finance the acquisition of mortgage-backed securities (the "*GNMA Securities*") of the Government National Mortgage Association ("*GNMA*"), evidencing a guarantee by GNMA of timely payment, the acquisition of mortgage-backed securities (the "*FNMA Securities*") of the Federal National Mortgage Association ("*FNMA*"), evidencing a guarantee by FNMA of timely payment, and the acquisition of mortgage-backed securities (the "*FHLMC Securities*") of the Federal Home Loan Mortgage Corporation ("*FHLMC*"), evidencing a guarantee by FHLMC of timely payment, of monthly principal of and interest on certain qualified mortgage loans under the Program (the "*Mortgage Loans*"), on behalf of the Municipality and the other Municipalities all under and in accordance with the Constitution and the laws of the State of Illinois; and

WHEREAS, the City Clerk of the Municipality has caused a notice of public hearing with respect to the plan of finance of the costs of the Program through the issuance of the Bonds to be published in *Pekin Daily Times*, a newspaper of general circulation in the Municipality, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*"), on March 1, 2002, and appropriately designated hearing officers of the City of Aurora, Kane, DuPage, Will and Kendall Counties, Illinois, the City of Belleville, St. Clair County, Illinois, the City of Champaign, Champaign County, Illinois, and the City of East Moline, Rock Island County, Illinois, have conducted said combined public hearing on March 18, 2002; and

WHEREAS, a form of the Cooperation Agreement has been presented to and is before this meeting;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Pekin, Tazewell and Peoria Counties, Illinois, as follows:

Section 1. That it is the finding and declaration of the City Council of the Municipality that the issuance of the Bonds by the Issuers is advantageous to the Municipality, as set forth in the preamble to this authorizing ordinance, and therefore serves a valid public purpose; that this authorizing ordinance is adopted pursuant to the Constitution and the laws of the State of Illinois, and more particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, Section 10 of Article VII of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and that, by the adoption of this authorizing ordinance, the City Council of the Municipality hereby approves the issuance of the Bonds for the purposes as provided in the preamble hereto, the text hereof and the notice of public hearing referred to in the preamble hereto, which notice is hereby incorporated herein by reference, and the conduct of the combined public hearing referred to in the preamble hereto, which public approval shall satisfy the provisions of Section 147(f) of the Code.

Section 2. That the form, terms and provisions of the proposed Cooperation Agreement be, and they are hereby, in all respects approved; that the Mayor of the Municipality be, and is hereby, authorized, empowered and directed to execute, and the City Clerk of the Municipality be, and is hereby, authorized, empowered and directed to attest and to affix the official seal of the Municipality to, the Cooperation Agreement in the name and on behalf of the Municipality, and thereupon to cause the Cooperation Agreement to be delivered to the other Municipalities; that the Cooperation Agreement is to be in substantially the form presented to and before this meeting and hereby approved or with such changes therein as shall be approved

by the officer of the Municipality executing the Cooperation Agreement, his or her execution thereof to constitute conclusive evidence of his or her approval of any and all changes or revisions therein from the form of Cooperation Agreement before this meeting; that from and after the execution and delivery of the Cooperation Agreement, the officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Cooperation Agreement as executed; and that the Cooperation Agreement shall constitute and is hereby made a part of this authorizing ordinance, and a copy of the Cooperation Agreement shall be placed in the official records of the Municipality, and shall be available for public inspection at the principal office of the Municipality.

Section 3. That the Mayor, the City Clerk and the proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Cooperation Agreement and to further the purposes and intent of this authorizing ordinance, including the preamble to this authorizing ordinance.

Section 4. That all acts of the officers, officials, agents and employees of the Municipality heretofore or hereafter taken, which are in conformity with the purposes and intent of this authorizing ordinance and in furtherance of the issuance and sale of the Bonds, be, and the same hereby are, in all respects, ratified, confirmed and approved, including without limitation the publication of the notice of public hearing.

Section 5. That the Municipality hereby transfers its 2002 unified volume cap in the amount of \$2539,275 to the Issuers, together with all unified volume cap to be received by the Municipality from the Office of the Governor in 2002 for the Bonds, if any, which is hereby allocated by the Municipality to the issuance of the Bonds; and that the Municipality, by

adoption of this authorizing ordinance, hereby represents and certifies that such volume cap has not been allocated to any other bond issue or transferred to any other party.

Section 6. That after the Cooperation Agreement is executed by the Municipality, this authorizing ordinance shall be and remain irrevocable until the Bonds and the interest thereon shall have been fully paid, cancelled and discharged.

Section 7. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

Section 8. That all ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded; and that this authorizing ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Presented, passed, approved and recorded by the City Council of the City of Pekin,
Tazewell and Peoria Counties, Illinois, this 25th day of March, 2002.

Approved:

Mayor

[SEAL]

Attest:

City Clerk

Ayes: _____

Nays: _____

Absent or Not Voting: _____

Council Member _____ moved, and Council Member _____
seconded the motion, that said ordinance as presented and read by the City Clerk be adopted.

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

Upon the roll being called, the following members of the City Council voted:

AYE: _____
_____ .

NAY: _____ .

ABSENT OR NOT VOTING: _____ .

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

* * *

(Other Business)

Upon motion duly made and seconded, the meeting was adjourned.

[SEAL]

City Clerk

STATE OF ILLINOIS)
) SS.
COUNTIES OF TAZEWELL AND PEORIA)

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Pekin, Tazewell and Peoria Counties, Illinois, and as such officer I am the keeper of the records and files of the City Council of said City.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of said City Council of said City held on the 25th day of March, 2002, insofar as same related to the adoption of an ordinance entitled:

AN ORDINANCE authorizing the execution and delivery of an Intergovernmental Cooperation Agreement and certain documents in connection therewith; and related matters.

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

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

I do further certify that said ordinance was published in pamphlet form on the ____ day of _____, 2002, by authority of said City Council.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of said City, this _____ day of _____, 2002.

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

[SEAL]

ORDINANCE NO. 2289

**ORDINANCE AUTHORIZING THE CITY OF PEKIN TO FILE
A PETITION WITH THE ILLINOIS COMMERCE COMMISSION
REQUESTING APPROVAL TO COMMENCE EMINENT DOMAIN PROCEEDINGS
AGAINST ILLINOIS AMERICAN WATER COMPANY**

WHEREAS, the City of Pekin is a municipal corporation, duly incorporated and acting pursuant to the terms of 65 ILCS 5/1-1-1, et seq.; and

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

WHEREAS, Illinois American Water Company is a public utility subject to the jurisdiction of the Illinois Commerce Commission owning and operating a waterworks plant and property relating to the operation of a waterworks plant serving the citizens of the City of Pekin and the surrounding area (the "Waterworks"), as well as other areas within the State of Illinois; and

WHEREAS, pursuant to Division 130 of Article 11 of the Municipal Code (65 ILCS 5/11-130-1, et seq.) the City of Pekin is authorized to purchase or construct waterworks or construct improvements to its waterworks and, pursuant to 65 ILCS 5/11-130-9, has the right of eminent domain for the purpose of purchasing any waterworks; and

WHEREAS, the City of Pekin has attempted in good faith, but without success, to negotiate with Illinois American Water Company the purchase of the Waterworks; and

WHEREAS, on March 19, 2002, in an advisory referendum put before the citizens of the City of Pekin, the citizens of the City of Pekin voted in favor of the City of Pekin's acquisition of the Waterworks; and

WHEREAS, pursuant to the terms of 735 ILCS 5/7-102 and Illinois case law, approval of the Illinois Commerce Commission is required prior to the institution of eminent domain proceedings to acquire the Waterworks; and

WHEREAS, the City Council of the City of Pekin finds that the acquisition of the Waterworks is in the best interests of the City of Pekin and will promote the health, safety, and welfare of the City of Pekin.

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

SECTION 1: The above recitals are incorporated herein and made a part hereof.

SECTION 2: That the City of Pekin petition the Illinois Commerce Commission for prior approval of the purchase and acquisition, including, if necessary, use of eminent domain, of the waterworks and related properties of Illinois American Company now utilized in the furnishing of water service to the residents of the City of Pekin and surrounding area.

SECTION 3: That Corporation Counsel is authorized to prepare and file such documents as may be necessary to petition the Illinois Commerce Commission for such approval, and the City Manager is hereby authorized to execute, deliver and perform such documents.

SECTION 4: That, in the event that the City of Pekin obtains such approval from the Illinois Commerce Commission, then the City of Pekin shall proceed with the purchase and acquisition, including, if necessary, use of eminent domain, of the waterworks and related properties of Illinois American Company now utilized in the furnishing of water service to the residents of the City of Pekin and surrounding area.

SECTION 5: That the City Manager and other City officers are hereby authorized to take such action as is necessary to proceed with such purchase and acquisition.

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

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of
Pekin, this _____ day of _____, 2002; and upon roll call the vote was as
follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2002.

MAYOR

ATTEST:

CITY CLERK

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF THE PETITION OF THE)
CITY OF PEKIN, a municipal corporation,)
FOR APPROVAL PURSUANT TO) No.
735 ILCS 5/7-102 TO CONDEMN A CERTAIN)
PORTION OF THE WATERWORKS SYSTEM)
OF ILLINOIS AMERICAN WATER COMPANY)

PETITION

The CITY OF PEKIN, a municipal corporation, by Patrick E. Oberle, Corporation Counsel, and William P. Streeter, Assistant Corporation Counsel, and Edward D. McNamara, Jr., of McNamara & Evans, hereby submits this Petition to the Illinois Commerce Commission and alleges as follows:

1. That the CITY OF PEKIN is a municipal corporation duly incorporated and acting pursuant to the terms of 65 ILCS 5/1-1-1, et seq.
2. That ILLINOIS-AMERICAN WATER COMPANY is a public utility subject to the jurisdiction of the Illinois Commerce Commission owning and operating a waterworks plant and property relating to the operation of a waterworks plant serving the citizens of the CITY OF PEKIN and the surrounding area, as well as other areas within the State of Illinois.
3. That pursuant to 65 ILCS 5/11-130-1, et seq., the CITY OF PEKIN is authorized to purchase or construct waterworks or construct improvements to its waterworks and, pursuant to 65 ILCS 5/11-130-9, has the right of eminent domain for the purposes of purchasing any waterworks.
4. That attached hereto is Ordinance No. _____ of the CITY OF PEKIN authorizing the duly elected officers of the CITY OF PEKIN and the City Manager to proceed with the purchase and condemnation, if necessary, of the waterworks and related

properties of ILLINOIS-AMERICAN WATER COMPANY now utilized in the furnishing of water service to the residents of the CITY OF PEKIN and surrounding area.

5. That prior to the filing of this Petition, the CITY OF PEKIN attempted in good faith, but without success, to negotiate the price of the waterworks and related property which are the subject matter of this proceeding.
6. That pursuant to the terms of 735 ILCS 5/7-102, Petitioner seeks prior approval of the Illinois Commerce Commission to institute eminent domain proceedings against ILLINOIS-AMERICAN WATER COMPANY in order that the CITY OF PEKIN might acquire and operate said waterworks and related property and furnish water service to those residents of the CITY OF PEKIN and the surrounding area now being served by ILLINOIS-AMERICAN WATER COMPANY.
7. That the CITY OF PEKIN currently owns and operates a sewerage system serving those customers now being furnished water service by ILLINOIS-AMERICAN WATER COMPANY and utilizing property sought to be condemned herein.
8. That the granting of this petition would best serve the public interest and would be in the best interests of the water customers now served by ILLINOIS AMERICAN WATER COMPANY in the CITY OF PEKIN and surrounding area and the sewage customers now served by the CITY OF PEKIN.

WHEREFORE, the CITY OF PEKIN hereby petitions that the Illinois Commerce Commission enter an Order as follows:

- A. That an Order be entered by the Illinois Commerce Commission pursuant to the terms of 735 ILCS 5/7-102 granting approval to the CITY OF PEKIN to commence

eminent domain proceedings against ILLINOIS-AMERICAN WATER COMPANY
and relating to the property hereinabove described.

B. For such other and further relief as this Honorable Commission may deem just under
the circumstances.

CITY OF PEKIN, Petitioner

By _____
One of Their Attorneys

STATE OF ILLINOIS)
) ss
COUNTY OF TAZEWELL)

Richard Hierstein, upon his oath being first duly sworn, states that he is the City Manager
of the City of Pekin, that he has read for the foregoing Petition, and that the facts contained therein
are true and correct to the best of his information, knowledge and belief.

RICHARD HIERSTEIN

Subscribed and sworn to before me this _____ day of _____, 2002.

Notary Public

Attorney Patrick E. Oberle
Attorney William P. Streeter
ELLIFF, KEYSER, OBERLE & DANCEY, P.C.
P.O. Box 873
Pekin, Illinois 61554

Attorney Edward D. McNamara, Jr.
McNamara & Evans
931 South Fourth Street
P.O. Box 5039
Springfield, IL 62705

RESOLUTION NO. 172**RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY
BY EMINENT DOMAIN**

WHEREAS, the CITY OF PEKIN is desirous of obtaining a parcel of real property (the "Property") for the purpose of constructing a road to be known as Veterans Drive; and

WHEREAS, the Property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference); and

WHEREAS, the CITY OF PEKIN has negotiated in good faith with the owner of the Property, but has been unable to reach an agreement regarding the acquisition of the Property; and

WHEREAS, the acquisition of the Property is necessary for the City's public purpose of constructing a road; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby finds that the Property is necessary for the City's public purpose of constructing a road to be known as Veterans Drive.

BE IT FURTHER RESOLVED, that the City of Pekin take appropriate measures to acquire the Property by use of its eminent domain powers.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized and directed to execute, deliver and perform any documents which may be necessary to carry out the provisions of this Resolution.

BE IT FURTHER RESOLVED, Corporation Counsel is hereby authorized and directed to prepare, file with the Circuit Court and prosecute a complaint for condemnation of the Property pursuant to this Resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS this 25th day
of March, 2002.

AYES _____

NAYS _____

ABSTENTIONS _____

PRESENT _____

R. David Tebben, Mayor

ATTEST:

Sue E. McMillan, City Clerk

Legal Description
Unland Property

A tract of land located in the Northwest Quarter of Section 5, Township 24 North, Range 4 West of the 3rd P.M., said tract being described as follows:

Commencing at the Southeast corner of said Northwest Quarter of Section 5 and running thence North 85 degrees 12 minutes 20 seconds West (assumed bearing) on and along the South line of said Northwest Quarter of Section 5, a distance of 196.21 feet; thence North 02 degrees 24 minutes 03 seconds East, a distance of 223.59 feet to the point of beginning for the tract herein described; thence continuing North 02 degrees 24 minutes 03 seconds East, a distance of 24.27 feet; thence North 87 degrees 35 minutes 57 seconds West, a distance of 20.00 feet; thence North 02 degrees 24 minutes 03 seconds East, a distance of 400.00 feet; thence South 87 degrees 35 minutes 57 seconds East, a distance of 40.00 feet; thence North 02 degrees 24 minutes 03 seconds East, a distance of 400.00 feet; thence North 87 degrees 35 minutes 57 seconds West, a distance of 70.00 feet; thence North 02 degrees 04 minutes 47 seconds East, a distance of 297.05 feet; thence South 88 degrees 43 minutes 23 seconds East, a distance of 50.00 feet; thence North 01 degrees 16 minutes 37 seconds East, a distance of 500.00 feet; thence North 88 degrees 43 minutes 23 seconds West, a distance of 60.00 feet; thence North 01 degrees 16 minutes 37 seconds East, a distance of 300.00 feet; thence South 88 degrees 43 minutes 23 seconds East, a distance of 60.00 feet; thence North 01 degrees 16 minutes 37 seconds East, a distance of 500.04 feet; thence North 86 degrees 12 minutes 44 seconds West, a distance of 309.44 feet; thence North 63 degrees 38 minutes 14 seconds West, a distance of 135.45 feet; thence North 86 degrees 12 minutes 44 seconds West, a distance of 125.00 feet; thence North 03 degrees 42 minutes 21 seconds East, a distance of 10.00 feet to the south right of way line of Broadway; thence South 86 degrees 12 minutes 44 seconds East, on and along said south right of way line of Broadway, a distance of 830.22 feet to the northeast corner of said Northwest Quarter of Section 5; thence South 03 degrees 26 minutes 06 seconds West, on and along the East line of said Northwest Quarter of Section 5, a distance of 1351.02 feet; thence South 02 degrees 28 minutes 49 seconds West, a distance of 402.44 feet; thence North 87 degrees 35 minutes 57 seconds West, a distance of 40.00 feet; thence South 02 degrees 24 minutes 03 seconds West, a distance of 300.00 feet; thence South 87 degrees 35 minutes 57 seconds East, a distance of 40.00 feet; thence South 02 degrees 24 minutes 03 seconds West, a distance of 400.00 feet; North 87 degrees 35 minutes 57 seconds West, a distance of 20.00 feet; South 02 degrees 12 minutes 59 seconds West, a distance of 31.05 feet; thence North 85 degrees 39 minutes 38 seconds West, a distance of 200.22 feet to the point of beginning, containing 14.457 acres, more or less, containing 629,753 square feet, more or less, situated in the County of Tazewell, State of Illinois.

AGREEMENT

This Agreement is made this _____ day of _____, 2002, by and between The City of Pekin, an Illinois municipal corporation (the "City") and THE FIRST CHURCH OF THE NAZARENE, an Illinois religious corporation (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the Owner owns certain real property adjacent to the Acquisition Parcel more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Owner's Parcel") and is currently using the Owner's Parcel as farm land; and

WHEREAS, the City desires to acquire the Acquisition Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel and related matters.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Owner shall convey the Acquisition Parcel to the City and shall execute the Warranty Deed substantially in the form attached hereto as Exhibit C and incorporated herein by this reference.

2. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 of this Agreement, the City shall pay to the Owner the sum of \$240.00.

3. The City shall grant to the Owner one access location to the road to be constructed over the Acquisition Parcel, which access shall benefit the Owner's Parcel. Such access location shall be located at such location as determined by the City.

4. Miscellaneous Provisions.

- (A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
- (B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this agreement.
- (C) This agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.

- (D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this agreement in recordable form, as any other party may periodically require so as to give full force and effect to this agreement.
- (E) The waiver by any party of any breach of this agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

The parties have executed this agreement on the date first written above.

THE CITY OF PEKIN, a Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

OWNER:

THE FIRST CHURCH OF THE NAZARENE,
an Illinois religious corporation

By: _____
Its: _____

DRAFT

DRAFT

AGREEMENT

This Agreement is made this _____ day of _____, 2002, by and between THE CITY OF PEKIN, an Illinois municipal corporation (the "City") and A. RONALD DEPERT, (the "Owner").

WHEREAS, the Owner is the owner of a certain parcel of property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Acquisition Parcel"); and

WHEREAS, the Owner is also the owner of a certain parcel of property more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Easement Parcel"); and

WHEREAS, the Owner owns certain real property adjacent to the Acquisition Parcel more particularly described in Exhibit C attached hereto and incorporated herein by this reference (the "Owner's Parcel") and is currently using the Owner's Parcel as farm land; and

WHEREAS, the City desires to acquire the Acquisition Parcel and to obtain a construction easement on the Easement Parcel; and

WHEREAS, the City and the Owner desire to set forth their agreements regarding the Acquisition Parcel, the Easement Parcel and related matters.

THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Owner shall convey the Acquisition Parcel to the City and shall execute the Warranty Deed substantially in the form attached hereto as Exhibit D and incorporated herein by this reference.
2. The Owner shall convey a construction easement on the Easement Parcel to the City and shall execute the Construction Easement substantially in the form attached hereto as Exhibit E and incorporated here in by this reference. Said easement shall expire April 1, 2004.
3. Upon the acquisition of the Acquisition Parcel as described in Paragraph 1 and the grant of the easement as described in Paragraph 2 of this Agreement, the City shall pay to the Owner the sum of \$20,174.00.
4. The City shall grant to the Owner one access location to the road to be constructed over the Acquisition Parcel, which access shall benefit the Owner's Parcel. Such access location shall be located at such location as determined by the City.
5. So long as the Owner's Parcel is being used as farm land, the City shall construct and maintain, to the boundary of the Acquisition parcel, one field entrance to the Owner's

Parcel as shown on the project drawings attached hereto as Exhibit F and incorporated herein by this reference.

6. The parties agree and acknowledge that the City intends to acquire certain property adjacent to the Owner's Parcel (the "Adjacent Parcel"). The Adjacent Parcel is generally described on Exhibit G attached hereto and incorporated herein by this reference. The Owner shall have an option to purchase the Adjacent Parcel from the City at the price per acre paid by the City to acquire the Adjacent Parcel. The Owner may exercise said option at any time between the City's acquisition of the Adjacent Parcel until April 1, 2004 by providing written notice to the City. At the expiration of the Option Period, said option shall expire.
7. Miscellaneous Provisions.
 - (A) All covenants, agreements, representations and warranties of the parties contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives.
 - (B) The laws of the State of Illinois shall govern the validity, interpretation and administration of this Agreement.
 - (C) This Agreement supersedes any prior agreements and undertakings among the parties and represents the complete agreement of the parties.
 - (D) Each party shall execute, acknowledge and deliver such additional documents, writings or assurances, including, without limitation, a memorandum of this Agreement in recordable form, as any other party may periodically require so as to give full force and effect to this Agreement.
 - (E) The waiver by any party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of right under this Agreement. Any waiver shall not constitute a waiver by such party to strictly adhere to this Agreement nor is a waiver of any claim for damages or other remedy by reason of such breach.

DRAFT

The parties have executed this Agreement on the date first written above.

THE CITY OF PEKIN, a Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its Clerk

OWNER:

A. RONALD DEPPERT

Res. No. 173

CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS

RESOLUTION AUTHORIZING THE REDEMPTION OF THE CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, AND CITY OF WAUKEGAN, LAKE COUNTY, ILLINOIS, GNMA COLLATERALIZED MORTGAGE REVENUE BONDS, SERIES 1990 (THE "BONDS"); AUTHORIZING THE SALE OF THE GNMA SECURITIES HELD WITH RESPECT TO THE BONDS; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; MAKING CERTAIN APPOINTMENTS AND DESIGNATIONS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City of Pekin, Tazewell and Peoria Counties, Illinois (the "City"), is a municipality and a home rule unit of government, duly organized and validly existing under the laws and Constitution of the State of Illinois; and

WHEREAS, pursuant to the Constitution and the laws of the State of Illinois, the City is authorized to issue its revenue bonds for the purpose of financing the acquisition of mortgage loans for residential real property; and

WHEREAS, the City jointly with the City of Peoria, Peoria County, Illinois, and the City of Waukegan, Lake County, Illinois (collectively, the "Issuers"), have issued their GNMA Collateralized Mortgage Revenue Bonds, Series 1990, in the aggregate principal amount of \$38,075,000 (the "Bonds") pursuant to a Trust Indenture, dated as of July 1, 1990 (the "Indenture"), by and between the Issuers and UMB Bank, as successor trustee to Mercantile Bank of St. Louis National Association (the "Trustee"); and

WHEREAS, pursuant to the Indenture, the Bonds are subject to optional redemption on or after August 1, 2002, through July 31, 2003, at 101% of the outstanding principal amount thereof plus accrued interest to the date fixed for redemption; and

WHEREAS, the Issuers have determined to sell the GNMA Securities (as defined in the Indenture) held with respect to the Bonds and use the proceeds from such sale to redeem the Bonds on August 1, 2002; and

WHEREAS, the Issuers have determined to authorize the sale of the GNMA Securities and the redemption of the Bonds, the execution and delivery of such documents and the taking of such other actions as may be necessary or convenient to further carry out the purposes of the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS:

Section 1. Approval of Sale of GNMA Securities and Redemption of Bonds. The City hereby approves the sale of the GNMA Securities and the redemption of the Bonds pursuant to the Indenture.

Section 2. Redemption of Bonds. That the Mayor of the City, the Finance Director of the City and the City Clerk of the City (collectively, the "Authorized Signatories") are hereby authorized to execute any notices, certificates, contracts, documents, instruments, letters of instruction, written requests and other papers, required by the Indenture in connection with the redemption of the Bonds.

Section 3. Execution and Delivery of Documents. That the Authorized Signatories are hereby authorized to execute and attest such agreements, assignments, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 4. Power to Revise Form of Documents. That, notwithstanding any other provision of this Resolution, the Authorized Signatories executing the documents authorized herewith are each hereby authorized to make or approve such revisions in the form of the documents as (the execution thereof being conclusive evidence of their approval of such revisions) may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 5. Designation of Investment Banker. The City hereby designates George K. Baum & Company as investment banker (the "Investment Banker") to the City in connection with the sale of the GNMA Securities and the redemption of the Bonds.

Section 6. Designation of Bond Counsel. The City hereby designates Chapman and Cutler as bond counsel (the "Bond Counsel") to the City in connection with the sale of the GNMA Securities and the redemption of the Bonds.

Section 7. Authorization of Certain Actions. The City authorizes the Investment Banker and Bond Counsel to take such actions on behalf of the City as may be necessary in connection with the sale of the GNMA Securities and the redemption of the Bonds.

Section 8. Trustee Instructions. The City instructs the Trustee (i) to provide any notices required by the Indenture to effectuate the redemption of the Bonds on August 1, 2002, and (ii) to apply the funds received from the sale of the GNMA Securities and any other funds available under the Indenture in the manner set forth in the Closing Memorandum provided by the Investment Banker.

Section 9. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2002.

CITY OF PEKIN, TAZEWELL AND PEORIA
COUNTIES, ILLINOIS,

By _____
Its: Mayor

ATTEST:

Its: City Clerk

CERTIFICATE FOR RESOLUTION

I, the undersigned officer of the City of Pekin, Tazewell and Peoria Counties, Illinois (the "City"), do hereby make and execute this certificate for the benefit of all persons interested in the validity of all actions and proceedings of the City. I do hereby certify as follows:

1. I am the duly chosen, qualified and acting officer of the City for the office shown beneath my signature and, in such capacity, I am familiar with the matters contained in this Certificate, and I am authorized to make, execute and deliver this Certificate.

2. The City Council of the City (the "City Council") convened a Meeting on March 25, 2002, and the roll was called of the duly constituted members of said Council, to-wit:

<u>Name</u>	<u>Office</u>
R. David Tebben	Mayor
Laurie L. Barra	City Commissioner
Harvey Richmond	City Commissioner
Fred J. Massaglia	City Commissioner
Lloyd A. Orrick	City Commissioner

and all of said persons were present, except: _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

RESOLUTION AUTHORIZING THE REDEMPTION OF THE CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, CITY OF PEKIN, TAZEWELL AND PEORIA COUNTIES, ILLINOIS, AND CITY OF WAUKEGAN, LAKE COUNTY, ILLINOIS, GNMA COLLATERALIZED MORTGAGE REVENUE BONDS, SERIES 1990 (THE "BONDS"); AUTHORIZING THE SALE OF THE GNMA SECURITIES HELD WITH RESPECT TO THE BONDS; AUTHORIZING THE EXECUTION OF DOCUMENTS AND INSTRUMENTS NECESSARY OR CONVENIENT TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; MAKING CERTAIN APPOINTMENTS AND DESIGNATIONS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

was introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following votes:

AYES:

NAYS:

ABSTENTIONS:

3. The attached and following is a true, correct and complete copy of said Resolution, the original of said Resolution, together with all exhibits thereto, are on file in the official records of the City; and said Resolution has not been amended, and is in full force and effect.

4. The persons named in the above and foregoing paragraph 2 were the fully qualified and acting members of the City Council.

5. Each of the officers and members of the City Council were duly and sufficiently notified officially, of the date, hour, place and subject of such meeting of the City Council, and that the Resolution would be introduced and considered for passage at such meeting.

WITNESS MY HAND, to be effective on the _____ day of _____, 2002.

CITY OF PEKIN, TAZEWELL AND PEORIA
COUNTIES, ILLINOIS,

By _____
Its: City Clerk



**Illinois Department
of Transportation**

Res. No. 174

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

Construction

VIII . 8 .

BE IT RESOLVED, by the City Council of the
City of Pekin Council or President and Board of Trustees
City, Town or Village of Pekin Illinois

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Court Street		Forest Drive	Intersection

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of an Intersection Design Study of the Court Street (Illinois
Route 9) at Forest Drive Intersection

and shall be constructed N/A wide
and be designated as Section 02-00168-00-TL

2. That there is hereby appropriated the (additional ☐ Yes ☐ No) sum of Twenty-five thousand and 00/100
Dollars (\$25,000.00) 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

District Engineer

I, Sue 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 City Council

Council or President and Board of Trustees

at a meeting on March 26, 2002

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

26th day of March, 2002

(SEAL)

City Clerk
City, Town or Village



Staffing Support Agreement

Customer Name: City of Pekin

Agreement Number: 400000

Contact: Dennis Keif

Agreement Start Date: 4/01/2002

Contact Title: Director of Public Works

Term: 12 Months

Customer Number: PEKIN

Type: Primary Staffing Agreement

Statement of Work

Reference:

Computer Age will supply a primary onsite engineer to the City of Pekin capable of providing the following services;

- 1) PC Network
 - a. Network Operating System
 - i. NetWare 3.2
 - ii. Windows 2000
 - iii. Windows NT4
 - b. WAN and VPN connectivity to City designated remote sites
 - c. Workstations Hardware Support
 - d. Workstation Operating System Support
 - i. Microsoft Windows 95
 - ii. Microsoft Windows 98
 - iii. Microsoft Windows NT Workstation
 - iv. Microsoft Windows 2000 Professional
 - v. Microsoft Windows XP
 - e. Other Related Attached Peripherals [printers, scanners, plotters etc.]
- 2) AS400 Computer (iSeries Model 270-2248)
 - a. Interaction /Emulation with PC Network
 - b. Hardware Support as proficiency increases
 - c. Coordinate Maintenance and Service with third party support if required
- 3) Software Support and Training
 - a. Microsoft Office
 - b. Lotus SmartSuite
 - c. Filemaker
 - d. Webpage
 - e. Digital Mapping
 - 1) ArcInfo
 - 2) AutoCAD
 - f. Document Imaging (LaserFiche)
 - g. Other Department Specific Software



A Pearl Technology Company

630 High Point Lane
East Peoria, Illinois 61611
309/698-6200 Fax 309/698-9501



Staffing Support Agreement

Customer Name: City of Pekin

Agreement Number: 400000

Contact: Dennis Keif

Agreement Start Date: 4/01/2003

Contact Title: Director of Public Works

Term: 24 Months

Customer Number: PEKIN

Type: Addendum

Statement of Work

Reference: A

Computer Age will provide fixed pricing for this agreement in year 2 (two) and 3 (three) and will be the pricing established in the Primary Staffing Agreement.

The term of the contract will commence on 4/01/2002 and will expire on 3/31/2005.

This addendum must be executed by the commencement of the Primary Staffing Agreement.

Signatures

Authorized Agent of the City of Pekin

Authorized Agent of Computer Age

Robert W. Zimmerman/ 3/19/2002

Signature/Date

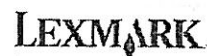
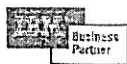
Signature/Date

Name Printed

Name Printed
Vice President of Operations

Title

Title



These services will be provided 40 hours per week for the term of this agreement. Computer Age scheduled holidays will be observed. Those holidays are;

Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Day after Thanksgiving.

The engineer will report to the City of Pekin during normal working hours. Normal working hours are defined as Monday through Friday, 8:00 am till 5:00 pm observing one hour for lunch.

Computer Age will provide a suitable replacement for absences exceeding 8 (eight) consecutive business hours.

Billing Information

The monthly rate for this service is \$4,500.00. This service will be invoiced 30 (thirty) days prior to the date the work is to be performed, and is due the day work commences.

The overtime rate is \$40.00 per hour for pre-approved work to be performed on weekends and holidays.

This agreement will auto-renew after the 11th (eleventh) billing cycle and will renew for an additional 12 (twelve) months unless 90 (ninety) written notice is issued by either party. This agreement is subject to a 5% increase each year after the initial 12 billing cycles.

Signatures

Authorized Agent of the City of Pekin

Authorized Agent of Computer Age

Signature/Date

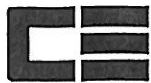
Signature/Date

Name Printed

Name Printed

Title

Title



CLARK ENGINEERS, INC.

VIII.10.

AGREEMENT FOR PROFESSIONAL SERVICES

This **Agreement**, dated May 5, 2001, is made between the City of Pekin whose address is 400 Margaret St., Pekin, IL 61554, hereinafter called the **Client**, and Clark Engineers, Inc. (CE), whose address is 111 NE Jefferson Avenue, Peoria, IL 61602, hereinafter called the **Engineer**. The authorized representative for the **Client** shall be Dick Hierstein, City Manager. The **Engineer's** authorized representative shall be the Project Manager.

The **Client** desires the **Engineer** to provide professional services for Pekin Overlook Construction Administration, hereinafter called the **Project**. The **Project** is located at the foot of Court St. along the Illinois River, Pekin, Illinois.

Article 1 - Scope of Services

Professional Services shall include, and be limited to, the following:

- Provide on-site observation approximately once weekly during active construction periods, depending on the level of activity (maximum of 80 field hours).
- Participate in monthly progress meetings with the Contractor (maximum of 20 field hours).
- Review shop drawings as required.
- Process applications for payment and change orders in accordance with AIA Documents A101 and A201.

The **Engineer** agrees to provide the above described services. In so doing, the **Engineer** shall provide the **Client** with the following items:

- 4 sets of revised drawings issued for construction (1 for owner and 3 for contractor's use).

Article 2 - Client's Responsibility

The **Client** shall provide the **Engineer** with:

- All criteria and full information as to Client's requirements for the Project's administration.
- Copies of all documents which **Client** will require to be included during construction administration.
- Other available information pertinent to the **Project** including reports and data relative to previous designs, or investigations at, or adjacent to the Site.
- Access to the **Project** Site.

Article 3 - Progress and Completion Schedule

Services and compensation under this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion. **Engineer's** obligation to render services hereunder will be for a period which is reasonably required for completion of said services.

If the **Project** or certain services shall be completed within specific periods of time, these requirements shall be stated in the following:

- In conjunction with the time schedule of the construction contract between the City and Lensco Construction Company (Contractor).

If these periods of time are changed through no fault of the **Engineer**, or, the **Client** requests changes in the scope, extent, or character of the **Project**, the time periods shall be adjusted equitably.

Article 4 - Compensation for Services

Client agrees to compensate the Engineer for providing the above described services in the manner defined below, and understands the payment terms are net 30 days of invoice date.

- ▶ **Standard Hourly Rates applied to the actual time and expenses charged to the Project. Cumulative hours of each classification of employee is multiplied by the applicable billing rate for all services performed on the Project. Reimbursable expenses will be invoiced at cost. Expenses due to services provided by others shall be invoiced at 110% of cost. The Schedule of Standard Hourly Rates is subject to change on an annual basis. The current Schedule is attached to this Agreement for information to the Client. This work is estimated not to exceed \$16,000.00 plus expenses.**

Expenses:

- ▶ **Mileage, phone calls, fax, copies, prints, etc., will be billed at standard rates in addition to the estimated labor costs of \$16,000.00 noted above.**

Additional compensation considerations are described in the following:

- ▶ **Grant assistance is not included. If special grant forms are needed for pay applications these can be completed by the Engineer at standard hourly rates, but may cause an increase in the estimated compensation.**
- ▶ **Field tests beyond those described in the project manual and/or construction plans requiring review by the Engineer are not included.**
- ▶ **Inspection or inspection reports. The Engineer will make weekly construction observations, but not inspections of the Project. Final punch list will be prepared in conjunction with the City's inspector.**

This Agreement consists of these pages numbered 1 to 3, including the General Conditions attached hereto, and all Exhibits attached hereto and identified as follows.

▶ **Schedule of Standard Hourly Rates**

The Client and Engineer, their partners, successors, executors, administrators, and assignees are bound to each other party hereto in respect to all covenants and agreements herein stated. This Agreement may only be amended, supplemented, or modified by a written instrument executed by both parties.

In Witness Whereof, the parties hereto have executed this Agreement in duplicate.

Client City of Pekin

Engineer Clark Engineers, Inc.

Pekin, IL 61554

Authorized Representative

Signature

Date

Lee S. Austin

Authorized Representative

Signature

Date

CE office use only

CE Proposal Number:

CE Job Number: PEKN0015

GENERAL CONDITIONS of Clark Engineers, Inc. Agreement for Professional Services

To assure an understanding of matters related to mutual responsibilities, these General Conditions are made a part of the Agreement.

STANDARD OF CARE

In performing its professional services hereunder, Engineer will use that level of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession currently practicing in the same or similar locality. ~~No warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder.~~

RISK ALLOCATION

The total liability, in the aggregate, of the Engineer and Engineer's officers, directors, employees, agents and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages arising out of the Engineer's services, the Project of this Agreement, including but not limited to negligence, errors, omissions, strict liability or breach of contract of Engineer or Engineer's officers, directors, employees, agents and consultants, and any of them, shall not exceed the total compensation received by the Engineer under this Agreement or the total amount of \$50,000, whichever is greater.

In the event the Client is unwilling or unable to limit the Engineer's liability in accordance with the provisions set forth in these General Conditions, then the Client agrees to pay the Engineer a sum equivalent to an additional amount of 5% of the total fee to be charged for the Engineer's services, which sum shall be a "Waiver of Limitation of Liability Charge." This charge is not a charge for insurance of any type, but will be increased consideration for greater risk.

REUSE OF DOCUMENTS

All documents including drawings and specifications prepared by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project, or on any other project. Any reuse without specific written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer; and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Client and Engineer.

CONFIDENTIALITY

Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the same time of transmission and said party shall not reveal such information to any third party.

PAYMENT

Payment for services rendered shall be made monthly in accordance with invoices rendered by the Engineer. If payment is to be on a Lump Sum basis, monthly invoices will be based on the portion of the total services completed during the month as estimated by the Engineer. If payment is to be on a Standard Hourly Rate basis, or a Multiplier of direct labor basis, monthly invoices will be computed from the actual effort applied during the month. If Client does not accept new Standard Hourly Rate schedules adopted by the Engineer on an annual basis, the Engineer may terminate the Agreement and/or cease performing services under the Agreement until paid in full.

Invoices, or any part thereof, which are not paid within 30 days after the date of their issue shall be assessed a service charge at the rate of 1 1/2% per month. Client will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by Engineer in collecting payment, including service charge, for services rendered. Non-payment of invoices shall be cause for suspension of services by the Engineer.

SUBCONTRACTING

Each party has the right to subcontract any and all services, duties, and obligations of the Agreement.

TERMINATION

This Agreement may be terminated by either party upon seven days written notice. In the event of termination, the Engineer shall be compensated by Client for all services and expenses rendered to the date of termination plus reasonable termination costs to organize Engineer's files and any reasonable expenses incurred by Engineer to coordinate efforts with another party.

CONSTRUCTION RESPONSIBILITY

The Engineer shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor safety on the job site, nor shall the Engineer be responsible for the Contractor's failure to carry out the work in accordance with the contract documents.

ESTIMATES OF COST

Since the Engineer has no control over the cost of labor, materials, or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, the opinions of probable project cost or construction that may be provided will be based solely on Engineer's own experience and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot, and does not, guarantee that proposals, bids or the construction cost will vary from opinions of probable cost prepared by Engineer.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to the Agreement shall be subject to mediation as a condition precedent to arbitration, and, if unsuccessful, shall be subsequently subject to arbitration as a condition precedent to the institution of legal or equitable proceedings. CLARK and Client mutually agree that the dispute resolution shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation and/or arbitration shall be filed in writing with the other party and with the American Arbitration Association. If the request for mediation and arbitration are made in a concurrent request, mediation shall proceed first, and arbitration or legal or equitable proceedings shall be stayed for a period of 60 days pending mediation unless mutually stayed, or stayed by court order, for a longer period. A request for arbitration of a claim, dispute, or other matter in question shall be made within the statute of limitations applicable if the claim, dispute, or other matter in question were instituted via legal or equitable proceedings. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The award rendered from arbitration shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. CLARK and Client shall equally share the costs of dispute resolution.

COMPLIANCE WITH CODES AND STANDARDS

In the performance of all services to be provided hereunder, Engineer and Client agree to put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of this Agreement date.

HAZARDOUS MATERIALS

Any hazardous or toxic substances encountered by or associated with services provided by the Engineer for the Project shall at no time be or become the property of the Engineer. Arrangements for handling the hazardous or toxic substances, which are made by Engineer, shall be made solely and exclusively on Client's behalf and benefit and Client shall indemnify and hold harmless Engineer from and against any and all liability which arises out of the hazardous or toxic substance handling.

GC-Peoria-10/25/00

PROFESSIONAL SERVICE FEES

Schedule of Standard Hourly Rates

CLARK ENGINEERS, INC.

HOURLY RATES

December 2, 2000

Sr. Project Manager	\$115.00
Sr. Project Engineer	\$110.00
Project Manager	\$100.00
Project Engineer	\$ 95.00
Associate Project Manager	\$ 90.00
Associate Project Engineer	\$ 87.00
Sr. Engineering Designer	\$ 80.00
Engineering Designer II	\$ 75.00
Engineering Designer I	\$ 68.00
Sr. Eng. Technician	\$ 65.00
Engineering Technician III	\$ 55.00
Engineering Technician II	\$ 48.00
Engineering Technician I	\$ 41.00
Professional Land Surveyor	\$ 84.00
Party Chief	\$ 61.00
Sr. Field Technician	\$ 47.00
Field Technician	\$ 38.00
Office Support	\$ 38.00
Landscape Architect II	\$ 89.00
Landscape Architect I	\$ 57.00

EXPENSES

Direct expenses will be billed at cost plus 10%. Reimbursable expenses will be charged at the following rates:

Mileage / Vehicle Expense	\$ 0.50/Mile - \$ 50.00 Minimum
Nuclear Density Testing	\$ 50.00/Day - \$ 25.00 Minimum
GPS Equipment or Robotic Equipment	\$320.00/Day - \$100.00 Minimum
Plan Prints	\$ 1.50/Sheet
Plan on CD-ROM (Electronic File)	\$ 50.00/Sheet
Mylar Originals	\$ 10.00/Sheet
Photocopies	\$ 0.15/Sheet
Video Conference	\$ 75.00/Hour - \$75.00 Minimum

MEMO

To: Commissioners

From: Pekin Tourism Commission, Brock Nissen

CC: Kim Uhlig

Date: 3/20/02

Re: Grant for Heart of Illinois Sr. Olympics

The Pekin Tourism Commission has recommended that a Grant in the amount of \$2,000 be awarded to *Heart of Illinois Senior Olympics* to assist them with their event in May. The Senior Olympics are held annually in the Pekin/Peoria Area, with this being the 3rd year for the Games. The date for this year's event is May 1-5. The Games are open to citizens 50 years of age or older.

The Opening Ceremonies and Banquet will be held at the Miller Senior Citizens Center. A Fireworks Display and Parade will accompany the Opening Ceremonies. In addition, 10 Events have been scheduled in Pekin over the duration of the Games.

Approximately 800 participants are expected to compete in this year's Games, with as many as 300 utilizing local lodging.

Attached for your review is a summary of the grant application.

I. Name of Applicant Organization: Heart of Illinois Senior Olympics
Address: %Peoria Park District - 2218 N. Prospect Road - Peoria, IL 61603
Phone #: 309-688-3667 Ext. 370 Steve Montez Peoria Park District

II. Name of Person Completing Form: Dan Shinn
Position: Sponsorship/Fundraising Chairman
Address: 425 Arnold Road East Peoria, IL 61611

III. Is applicant organization not for profit? Yes. 501-C-3 has been applied for.
Currently, Peoria Park District is acting as our Fiscal Agent.

IV. What is the name of the event being sponsored?

1. Heart of Illinois Senior Olympic Athletic and Fun Events: May 2, 3, 4, & 5, 2002
2. "Young at Art" Arts Festival in Conjunction with WEEK's Mature Lifestyles August 9 & 10, 2002.
3. In planning stage: Senior Spelling Bee -- Late Fall or Early Winter

General Purpose of Theme of the Event(s): Our mission is to encourage and promote an active lifestyle to citizens 50 years of age and older. The Senior Games provide a venue which recognizes excellence in fitness and creativity. We also wish to strengthen public image and heighten interest for activities available year round in the Central Illinois area.

4. How long and how often has event been held?

This year (2002) marks our 3rd annual Games. As mentioned above, we currently have the athletic events scheduled in May and the Arts Festival scheduled in August, as well as a Spelling Bee whose dates have yet been determined. It is our intent to have competitive programs during every season of the year.

5. Where will the event be held?

We have numerous venue sites for the events in Pekin, East Peoria, Morton, and Peoria.

6. Is event dependent on weather conditions?

Some events could be hampered by inclement weather; however, the track and field events in May could be held indoors, if necessary, at Eastside Centre in East Peoria; The Mature Lifestyles program will be at the Civic Center in Peoria; opening ceremonies and the dinner will be held at Miller Center in Pekin, and the parade and fireworks program could be affected as well, prior to and following the dinner. We could be able to reschedule several events in May, since we will have 4 days to make any necessary alterations.

7. Will alcoholic beverages be served? NO.

8. What meals or food services will be provided to attendees?

As mentioned, the opening ceremony banquet will be served at Miller Center. Several water, juice, and edible snacks will be available to attendees at several of the various venue sites. A box lunch will be available at Eastside Centre prior to the closing ceremonies. Otherwise, all attendees will have to provide their own meals at area restaurants during the programs in May, August, and this fall.

9. How will event help promote a positive image of Pekin?

Last year we had over 600 participants for our May events. The opening ceremony dinner was held at the Holiday Inn Centre in Peoria. A large number of participants and sponsors attended the banquet. We anticipate increased attendance by at least 25% this year during the May event. All attendees who attend the opening ceremonies in Pekin, which include the banquet, a parade, and a fireworks display over the lagoon, will be able to observe, by this author's humble opinion, the most beautiful, well kept Park available to citizens from any Central Illinois city or town. Pekin also has 3 exceptional golf courses, a miniature golf course; the Showplace theater, a state of the art facility to accommodate attendees looking for something to do with their periods of idle time. There are many fine restaurants in the Pekin area that attendees may use over the 4 day event.

V. How many total attendees are expected at the event?

1. May event - May 2-5, 2002: Approximately 800.

2. Aug. event - Aug. 9-10, '02: Last year's attendance at WEEK's Mature Lifestyles was 4,800. In that our organization is conducting our Arts Festival in conjunction with this program, and since Arts Partners of Central Illinois, Inc. is also strongly sponsoring and supporting this event, we anticipate well over 5,000.

3. Fall/Winter Spelling Bee: We are unable to make a valid estimate at this time.

A. How many of these total attendees do you expect to utilize local overnight lodging facilities. May event - Approximately 300. August event - Approximately 1500. Fall/Winter event - We are unable to make a valid estimate at this time.

B. How widely, and by what method(s), is event being publicized?

1. Peoria Journal Star provided \$18,000+ of in-kind publishing by providing several inclusions and ads over the months leading up to the event. Since we have greatly expanded our events this year, we believe there will be even more exposure provided by them.

2. WEEK will provide massive coverage of the Mature Lifestyles program in August, and will include HISO programs in their messages.

3. Healthy Cells magazine provided several notices in their publications last year and we have contacted them this year for similar coverage.

4. Many of our sponsors have been offered the opportunity to use the HISO logo, and the fact that they are Gold or Silver sponsors empowers them to take advantage of the Peoria Journal Star's offer to use their Partners in Charity program. Sponsors would be able to take out a 1/2 page ad, or a full page ad, at a greatly reduced rate, while at the same time allowing HISO to take out a similar size ad for no cost whatsoever.

C. From what distance do you expect to draw attendees?

1. Last year, we drew participants from Iowa, Wisconsin, Minnesota, Indiana, Missouri, Kentucky, and several other surrounding states. As a matter of fact, we are going to emphasize participation from more local participants without reducing the number of out of town or out of state participants.

D. What, if any, "spin-off" events resulting in future overnight visitors to Pekin do you expect to be generated by this event.

1. As mentioned earlier, Pekin's park is one of the most beautiful in the state. The Marigold Festival draws many visitors, and should be advertised during these events

East Peoria's Festival of Lights, Morton's Pumpkin Festival, the Paradise Riverboat, the Peoria waterfront, as well as Pekin's new waterfront project, are draws that have the potential to bring back return visitors year round.

E. What kind of media coverage do you expect the event to attract?

1. Local: Previously mentioned.

2. Regional and State: Almost all Senior Olympic Committees in the state are made aware of the dates and venue sites of one another's events. This creates a statewide draw, since many participants in Senior Olympics programs travel for one site to another, not only intra-state, but inter-state, as well as travel to the National Senior Olympics.

3. National: We received a letter from the National Senior Olympics vice-president after our initial event in 2000, congratulating us on the very positive feedback he had received from several participants. Our Chairman was invited to Baton Rouge, LA to discuss our resounding success with officials from that organization.

VI. What are the primary sources of event financing? List all:

Gold Sponsors: \$5,000 or more	Silver Sponsors: \$2,000 or more
Methodist Medical Center	Independence Village
OSF St. Francis Medical Center	Fondulac Park District
Peoria Journal Star	Pekin Hospital
Riverview Retirement Community	Greater Peoria YMCA
Advanced Productions	Pekin Park District
Peoria Park District	Proctor Partners
Peoria Convention and Visitors Bureau	T-Shirt House
	WMBD Radio

A. How was, or how will this money be raised?

1. Donations in cash or in-kind services from Gold, Silver, Bronze, VIP contributors, and Friends of HISO. We are pursuing the same methods, and we are applying for additional grant monies as well.

B. What is the estimated total cost of "putting on" the event?

1. We estimate a total combination of cash and in-kind donations to exceed \$70,000. Since our Arts Festival will be held at a different time this year in conjunction with the Mature Lifestyles program, we aren't positive as to what to expect in August. Our wish to provide a spelling bee later in the year has enough variables that we can't make a valid estimate at this time. We would anticipate a figure between \$80,000 - \$90,000.

C. What is the net amount of money to be made by the event?

1. Since we are a not-for-profit organization, we don't care to end up with a positive net figure. In a perfect world, our expenditures would equal our cash and in-kind donations.

D. For what purpose will these funds be used?

1. Expenses we will incur for the parade, the fireworks display, the banquet, honoraria for judges, medals and ribbons for participants, booklet, brochure and pamphlet printing expenses, athletic equipment, venue site rental, are all areas we need cash to meet our obligations. It is also our desire this year to create a web-site for HISO, with links to

all Central Illinois area restaurants, lodging availability, and points of interest in all 4 cities that support this event. If you should require a specific breakdown for specific expenditures of your grant money, we would be more than happy to comply.

E. Provide major line item budget for event.

1. Please see the attachment of our final report from 2001.

F. Total amount of money requested: \$5,000.00

G. For what purposes or activities will this money be used?

1. Fireworks
2. Parade
3. Bingo prizes
4. Opening ceremony expenses
5. Banquet expenses
6. Medals
7. Participants' and Sponsors' shirts
8. Web-site development

If it would be your wish that we develop a more detailed and specific "wish list" of items we would use this grant money for, we would certainly be happy to comply.

\$ 2000

3-18-02

Brock Nissen

