



City of Pekin

REGULAR CITY COUNCIL MEETING
MONDAY, SEPTEMBER 9, 2019
5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Aug 26, 2019 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Police Department Monthly Stats - July 2019 ACTION REQUESTED: Receive and File Police Department Monthly Stats – July 2019
6.2.	Accounts Payable Bill Run through 09-06-19 ACTION REQUESTED: Receive and File Accounts Payable Proof List through September 6, 2019.
7.	New Business
7.1.	Revised Agreement for Construction and Maintenance with Tazewell and Peoria Railroad for Front Street Grade Crossings ACTION REQUESTED: To approve the revised Agreement.
7.2.	Local Public Agency Agreement for Federal Participation with Illinois Department of Transportation for Front Street Project ACTION REQUESTED: To approve the Agreement.
7.3.	Motor Fuel Tax Resolution 21-19/20 Authorizing the use of \$425,000 of MFT Funds to pay for the City's responsibility for Front Street Improvement Construction costs ACTION REQUESTED: To adopt Resolution No. 21-19/20.
7.4.	Resolution No. 22-19/20 Authorizing the Purchase of Recycle and Garbage Carts ACTION REQUESTED: To adopt Resolution No. 22-19/20.

7.5.	Authorization to Seek Bids and Purchase New Street Maintenance Equipment ACTION REQUESTED: Approve Authorization of the City Manager to seek bids, purchase and report to the City Council on the acquisition of a small compact loader for street maintenance operations
7.6.	Central Business District TIF Incentive Program Policy ACTION REQUESTED: Adopt Policy No. 23-19/20.
7.7.	Ordinance No. 2844-19/20 Approving and Authorizing the Execution of A TIF Redevelopment Agreement By and Between The City of Pekin and Michael and Jill Gambetti ACTION REQUESTED: To adopt Ordinance No. 2844-19/20 a Central Business District TIF Incentive Program award to the Pekin Trophy House & Engraved Gifts 403 S. 8th Street in the amount of \$4,785.
7.8.	Ordinance No. 1568-A210-19/20 Approving the Rezoning of the Property at 904 N. 10th Street From R-4 (One Family Residential) District to RT (Two Family Residential) District ACTION REQUESTED: To adopt Ordinance No. 1568-A210-19/20.
7.9.	Continued discussion of the possession and private use of cannabis for those 21 years of age and older and provisions for the sale of adult-use cannabis in the community ACTION REQUESTED: No action required.
7.10.	Preliminary discussion Video Gaming Licenses Video Gaming Terminal Fees ACTION REQUESTED: No action required.
8.	Any Other Business To Come Before The Council
9.	Executive Session 5 ILCS 120/2 (c) 5. The Purchase or Lease of Real Property for the Use of the Public Body
10.	Adjourn

Column 2 Key:

- 1 A Prosperous Community.** To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
- 2 A Safe Community.** To protect community life and property by providing effective, principled police and fire services.
- 3 A Strong Foundation.** To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
- 4 A High Quality of Life.** To support or provide services that improve the quality of life for Pekin's residents.

5 An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

PROCEEDINGS OF THE REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON MONDAY AUGUST 26, 2019 AT 5:30 O'CLOCK P.M.
MARK LUFT * CHAIR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mark Luft.

The Clerk confirmed all Council Members were present. A quorum was declared by Mayor Luft.

Attendee Name	Title	Status	Arrived
Michael Garrison	Councilman	Present	4:25 PM
Rick Hilst	Councilman	Present	4:26 PM
Karen Hohimer	Councilwoman	Present	5:17 PM
Dave Nutter	Councilman	Present	4:26 PM
Lloyd Orrick	Mayor Pro-Tem	Present	4:23 PM
John P Abel	Councilman	Present	4:22 PM
Mark Luft	Mayor	Present	4:25 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Dave Nutter, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

4.2. **City Council - Regular Meeting - Aug 12, 2019 5:30 PM**

PUBLIC INPUT

Scott Shipp spoke regarding agenda item 8.5 pertaining to the petition to vacate an alley adjacent to his property on 1125 Derby Street that meets his property on 12th street. Mr. Shipp described many issues when he purchased property that included loitering and drugs. Pictures were sent to the City with debris. Mr. Shipp used his resources to clean this area and would like to have property back and construct a new building.

CONSENT AGENDA

- 6.1. **June 12, 2019 and July 10, 2019 Minutes of Pekin Plan Commission**
- 6.2. **June 12, 2019 and July 10, 2019 Minutes of the Pekin Zoning Board of Appeals**

Minutes Acceptance: Minutes of Aug 26, 2019 5:30 PM (Approval of Minutes)

- 6.3. July 2019 Building Department Report**
- 6.4. Financial Reports June, 2019**
- 6.5. Accounts Payable Bill Run through 08/23/19**
- 6.6. Motion to: Motion to Approve Consent Agenda**
Mayor Luft read through the five consent agenda items.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

COMMUNICATIONS, PETITIONS, REPORTS

- 7.1. CDBG 2015-2019 Consolidated Plan and 2019 Action Plan Amendment**
Mayor Luft announced that the public hearing for the 2015-2019 CDBG Consolidated Plan and 2019 Action Plan Amendment began at 5:41 PM.

Melissa Eaton, CDBG Program Manager, began the hearing by discussing the plan currently in place. Mrs. Eaton continued to explain the entitlement grant funds that if not used are rolled over into the next fiscal year. The plan needs amended to include \$592K for public infrastructure and \$50K for a code enforcement officer in low income areas.

Council discussed that the activities would take place in low to moderate census blocks. The current rehab allocation of funds close to \$600K cannot be spent in the time required by HUD therefore reallocating these funds to public infrastructure is necessary in order to spend down these funds.

Mr. Rothert added that the goal is to focus on code enforcement, rehab projects and public infrastructure upgrades in specific neighborhoods to have a greater impact. All of these funds are granted to the City each year through the CDBG Program.

The public hearing ended at 5:54 PM.

NEW BUSINESS

- 8.1. Lease Amendment with Illinois Central College**
City Manager, Mr. Mark Rothert, presented the resolution authorizing the City Manager to execute documents to enter into a lease amendment with the option to purchase with Illinois Central College regarding city owned property at 225 Hanna Drive. ICC has expressed an interest to extend the lease for five years with an option to purchase the property. Over the last 11 years the college has made a substantial investment in the property, \$642K in lease payments. The college has shown an interest to stay in Pekin and staff recommends approval of this action. Before 2008, there was Council discussion to sell the building for \$750K, although it never went to council. This benchmark seems reasonable to sell the building for that amount.

Mayor Luft and Councilmember Abel spoke in favor of the agreement.

Councilmember Hilst spoke against the purchase but in favor of the lease, as he felt the upgrades to the building was the college's responsibility per the original agreement and that the college level classes offered in Pekin were not what was initially planned to be offered.

RESULT:	APPROVED [6 TO 1]
MOVER:	John P Abel, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Garrison, Hohimer, Nutter, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.2. Ordinance No. 1462-A362 An Ordinance Amending Title 8, Chapter 1, Section 3 of the Traffic Code of the City of Pekin to Adopt the Illinois Vehicle Code by Reference

City Manager, Mr. Mark Rothert, explained the agenda item to adopt the Illinois Vehicle Code into the City of Pekin Code allowing the City to use laws already in state statutes.

Police Chief John Dossey added that by adopting the Illinois Vehicle Code it would allow the City to use laws already in state statutes, like parking violations. As state laws change, the City would not have to update the code as it is already adopted through the Illinois Vehicle Code.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.3. Ordinance No. 2843-19/20 Ordinance Amending Title 3, Chapter 1 Adding Appeal Process, and Update to Chapters 8 and 9 Of The City Code Regarding Peddlers and Transient Merchants.

City Manager, Mr. Mark Rothert, introduced the agenda item to amend Title 3, Chapters 1, 7 & 8, regarding peddlers and transient merchants and explained that this largely updates the appeal process in the ordinance, along with terminology, and updated fee structure. Mr. Rothert added that this will help regulate the amount of reputable companies coming into the community and taking advantage of our residents.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.4. Petition for Map Amendment to Rezone Property at 904 N. 10th Street
Building Inspections Supervisor, Mr. John Lebegue, introduced the agenda item regarding the recommendation from the Pekin Plan Commission to deny a petition for the rezoning of property at 904 N. 10th Street. The property is currently R-4, One-Family Residential and the petition is requesting to rezone it to RT, Two-Family Residential for the purpose of allowing a two family use at the property. The building used to be a church, then office use, not a residential zoned type of use, and was found incompatible by the Plan Commission.

Councilmembers led a discussion on the use of the building and the occupancy rate. A proposed ordinance would have to be taken back to Council if the vote was to rezone the use.

RESULT:	FAILED [0 TO 7]
MOVER:	Michael Garrison, Councilman
SECONDER:	Dave Nutter, Councilman
NAYS:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.5. Motion to: Motion to Approve

A motion was made by Councilmember Orrick, seconded by Councilmember Garrison that the Council approve the rezoning of certain property located at 904 N. 10th Street.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Michael Garrison, Councilman
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.6. Petition for the Vacation of City Alleys North of Derby Street

Building Inspections Supervisor, Mr. John Lebegue, introduced the agenda item on the recommendation of the Pekin Plan Commission to deny a petition for the vacation of city alleys North of Derby Street. Mr. Lebegue explained that the commission did want to vacate the property if both parties were not in agreement. Mr. Shipp, the requester, wishes to clear the overgrown brush from the east/west alley and construct a retaining wall to stop erosion that has taken place.

Council Members discussed the improvements to the property made by Mr. Shipp.

RESULT:	FAILED [0 TO 7]
MOVER:	Michael Garrison, Councilman
SECONDER:	John P Abel, Councilman
NAYS:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.7. Site Plan Approval for Construction of Automatic Car Wash at 2900 Court Street

Building Inspections Supervisor, Mr. John Lebegue, presented the agenda item to approve a recommendation from the Pekin Plan Commission for the construction of an automatic car wash located at 2900 Court Street. Mr. Lebegue explained that this is a very attractive development by Beck's Oil and presents no issues relative to site circulation and design. Landscaping along Court Street would be added and the location will be easier to gain access as it is across from the gas station, which is complimentary between the two.

Councilmembers discussed two kiosks, the high number of cars it will hold and the timeline on construction.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

8.8. Authorization to Procure Budgeted Network Licensing and Hardware Support

City Manager, Mr. Mark Rothert, introduced the agenda item to approve the authorization to spend budgeted funds earmarked for network licensing and hardware support.

I.T. Administrator, Mr. David Hess, explained that this is three years of coverage for the price of two. Viruses are typically released at the beginning and ending of college and leads to vulnerability. He continued to explain that the brand is not identified and kept confidential to avoid hacks, but assures it is world class software. The hardware replacement is included along with next business day replacement that gets the network back up and running the next day. It also includes updates that happen 24/7 with an interactive system.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Garrison, Hilst, Hohimer, Nutter, Orrick, Abel, Luft

- 8.9. In June, Governor Pritzker signed the Cannabis Regulation and Tax Act into law. The law legalizes the possession and private use of cannabis for those 21 years of age and older. The law allows municipalities to implement a variety of regulatory provisions including prohibiting the sale of adult-use cannabis in their community. Preliminary discussion of properly implement the new law in the best way to fit locally for Pekin**

City Manager, Mr. Mark Rothert, led the discussion regarding the Cannabis Regulation and Tax Act and how to implement the new law in the best way that fits locally for Pekin.

Attorney Kate Swise added that the legalization of recreational cannabis goes into effect January 1, 2020. The new law allows municipalities to sell recreational cannabis. The Council will need to consider if the City wants to allow dispensaries and if so, to restrict zoning regulations. The law also allows the City to tax the sale at a rate up to 3% in addition to other sales tax. The act authorizes 500 dispensaries by 2024 and by May 20, 2020, 75 dispensaries will be authorized to the medical dispensaries already in existence to sell recreational cannabis.

Mayor Luft commented to the community that if they want a dispensary and want to utilize it as a revenue source. There are a lot of misconceptions of the control of the dispensaries; they are very controlled, monitored and licensed. The community is encouraged to educate themselves.

Attorney Kate Swise added that the dispensaries are regulated by the state, in this case the state has not made restrictions we see in other areas. The state has not limited location based on schools or churches but have left those restrictions to the municipalities. The City has the option to prohibit sales outright or could allow it and zone the area, or basically do nothing at all and it would be treated as any other retail use. The City cannot regulate possession and use.

Councilmembers continued the discussion with regards to the federal government, banks, public hearings and testing for use.

Mayor Luft encouraged citizens to submit their opinion.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Bear Groch approached the podium, along with Jennifer Long, managing partner at Soul Restoration, representing the majority of licensed massage therapists at the meeting, spoke with regards to the recently adopted ordinance regarding bodywork establishment requirements. They feel that their establishments cannot comply in the time frame requested and feel that the ordinance is demeaning towards their line of work. They also requested changes to the ordinance, including the fee.

Mayor Luft responded by suggesting to have a sit down with the City and the businesses to see where changes could possibly be made.

Becky Sabin spoke in favor of the bodyworks establishment ordinance to protect the community from human trafficking.

Trent Lawrence, owner of a grow operation, spoke to Council regarding the sale and use of recreational marijuana. In order for a city to benefit from the tax they have to partake. Mr. Lawrence added that it is still federally illegal but over 25% of the states in the country has legalized it. You do not hear about imprisonment. Mr. Lawrence is looking for a location here or in Delevan where it is proven friendly. It is an option to spend money safely, create jobs, raise tax revenue, educate children and help the community build. The image in downtown Pekin can be changed with these things in place, it is proven that marijuana can be issued as a prescription option to opioids.

Elaine Ritchie also spoke in favor of recreational cannabis sale and use.

Charity Gullett invited Council to come to the next event this Saturday at the Riverfront to help clean up for the Marigold festival.

John McNish approached Council regarding the public hearing on CDBG, the new car wash, council emails, the excavator at the street department to tear down homes, bodywork establishments, and requested a presentation on Council achievements.

Councilmembers followed up that not a lot of specifics are in front of them regrading recreational cannabis, that no license system is set up yet and the USDA does not have rules yet.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

The motion was made by Council Member Orrick to adjourn seconded by Council Member Abel. There being no further action to come before Council, Mayor Luft adjourned the meeting at 8:15 PM.



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: John Dossey, Police Chief

Sponsors:

AGENDA ITEM: PD Stats - July 2019

ACTION REQUESTED: Receive and File Police Department Monthly Stats – July 2019

DESCRIPTION: Police Department Monthly Stats – July 2019

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check ✓ no more than 2 boxes.]

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/4/2019

Date:

JULY 2019 WEEKLY STATS	JUN 30 JULY 6	JUL 7-13	JUL 14-20	JUL 21-27	JUL 28 AUG 3	TOTAL
PATROL						
Calls for service	562	475	472	503	477	2489
Buisness / Bar checks	109	115	127	114	119	584
Traffic stops	52	60	49	59	40	260
Phone calls & station information	54	61	45	41	44	245
Reports	71	64	48	59	72	314
Supplements	16	23	26	30	17	112
Impounds	9	5	3	5	6	28
Arrests	47	43	37	38	41	206
Citations	40	36	27	33	30	166
Written warnings	19	21	16	28	25	109
Pedestrian stops	1	0	0	0	0	1
DUI	0	3	3	1	0	7
Crashes	11	4	9	17	17	58
Field contact	4	3	2	1	3	13
Parking tickets - Parking Enforcement	0	0	0	0	4	4
Parking tickets - Patrol	7	5	9	12	0	33
Animal controls tickets - Animal Control	1	0	19	3	34	57
Animal - Patrol	1	1	0	1	0	3
NOT COUNTED (those listed below)						
Julie notifications	0	1	1	0	8	10
Repossessions	0	1	1	0	0	2
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	0	8	8

RECORDS						
Notice to Appear	1	0	19	3	34	57
Citations	3	0	0	2	4	9
Warnings	0	0	0	0	0	0
Freedom of Information / Pages	7 / 22 pgs	12 / 162 pgs	9 / 119 pgs	14 / 72 pgs	24 / 496 pgs	66 / 871 pgs
CD/DVD'S FOR FOI OR SUBPOENAS	0	3	0	0	0	3
SEX Offender Registration	4	11	8	7	7	37
Impounds processed	9	5	3	5	6	28
Impound fees collected	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 7,500.00
Fines collected	\$ -	\$ 4,260.50	\$ 1,055.00	\$ 750.00	\$ 675.00	\$ 6,740.50
Reports	3	3	0	6	0	12
Supplemental reports	0	0	2	1	0	3
Fingerprints processed	0	1	2	0	1	4
Court case files	20	31	20	25	20	116
DVD/CD for court	4	4	6	7	9	30
Pieces of logged evidence	42	50	54	74	35	255
Backgrounds for other LAW/GOVT. Agen	3	18	14	9	27	71
Subpoenas / Expungements	1	0	0	1	2	4
False alarm letters	0	9	0	4	4	17
Certificate of Purchase	0	4	0	0	0	4
Certificate of Purchase Final Letters	6	0	0	0	0	6
Evidence Pulled to be destroyed	0	0	0	0	0	0
AVRS Crash Report Sales / \$	15 / \$75	16 / \$80	18 / \$90	13 / \$65	13 / \$65	75 / \$375

**REQUEST FOR COUNCIL ACTION****Agenda Date: September 9, 2019****To: Council Members****From: Sue McMillan, City Clerk****Sponsors: Bruce Marston, Assistant****AGENDA ITEM:** Accounts Payable Bill Run through 09-06-19**ACTION REQUESTED:** Receive and File Accounts Payable Proof List through September 6, 2019.**REQUIRED SIGNATURES****Finance Department** (Certification of Availability of Funds):

Date:

City Manager:

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 09/06/2019 - 7:40AM
 Batch: 00004.09.2019 - missy1 2018



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Standard Heating & Cooling									
13042									
3142	9/1/2018	817.29	0.00	09/06/2019				False	0
100-068-538000 Maintenance Agreements				hvac maintenance for 9/1/2018					
3142 Total:		817.29							
3310	11/1/2018	817.29	0.00	09/06/2019				False	0
100-068-538000 Maintenance Agreements				hvac maintenance for 11/1/2018					
3310 Total:		817.29							
3503	1/1/2019	817.29	0.00	09/06/2019				False	0
100-068-538000 Maintenance Agreements				hvac maintenance for 01/01/19					
3503 Total:		817.29							
4476	2/1/2019	817.29	0.00	09/06/2019				False	0
100-068-538000 Maintenance Agreements				hvac maintenance for 02/01/19					
4476 Total:		817.29							
c3428	12/1/2018	817.29	0.00	09/06/2019				False	0
100-068-538000 Maintenance Agreements				hvac maintenance for 12/1/18					
c3428 Total:		817.29							
Standard Heating & Coolin		4,086.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			

Report Total:	4,086.45
---------------	----------

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 09/06/2019 - 7:49AM
 Batch: 00002.09.2019 - missy1



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
A to Z Rental 10005									
77489	6/13/2019	40.99	0.00	09/06/2019				False	0
100-034-534400 Equipment Repairs				equipment repair to toro mower					
77489 Total:		40.99							
A to Z Rental Total:		40.99							
Ace Hardware 10911									
26246/3	8/29/2019	9.50	0.00	09/06/2019	yard-crew	expense		False	0
100-068-522400 General Supplies				top soil					
26246/3 Total:		9.50							
26249/3	8/29/2019	24.22	0.00	09/06/2019	yard-crew	expense		False	0
100-068-522400 General Supplies				top soil					
26249/3 Total:		24.22							
Ace Hardware Total:		33.72							
Advance Auto Parts 12965									
1054	8/20/2019	113.89	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				radiator					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
1054 Total:		113.89							
3720	8/7/2019	10.66	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				gas cap					
3720 Total:		10.66							
3827	8/13/2019	79.95	0.00	09/06/2019				False	0
231-030-534400 Equipment Repairs				gen set coolant hose at hickory hills liftstation					
3827 Total:		79.95							
3836	8/13/2019	4.64	0.00	09/06/2019				False	0
231-030-534400 Equipment Repairs				radiator cap at hickory hills liftstation					
3836 Total:		4.64							
3846	8/14/2019	43.04	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				oil filter					
3846 Total:		43.04							
3908	8/16/2019	13.96	0.00	09/06/2019				False	0
501-501-534000 Automotive Expense				light bulbs					
3908 Total:		13.96							
3917	8/16/2019	46.89	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				power steering fluid					
3917 Total:		46.89							
3918	8/16/2019	46.89	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				power steering fluid					
3918 Total:		46.89							
3951	8/20/2019	5.19	0.00	09/06/2019				False	0
699-069-534000 Automotive Expense				brake line					
3951 Total:		5.19							

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
3953	8/20/2019	125.79	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				radiator					
3953 Total:		125.79							
3959	8/20/2019	72.78	0.00	09/06/2019				False	0
699-069-534000 Automotive Expense				brake line					
3959 Total:		72.78							
3963	8/20/2019	-125.79	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				radiator returned					
3963 Total:		-125.79							
3964	8/20/2019	12.98	0.00	09/06/2019				False	0
699-069-534000 Automotive Expense				brake line nuts					
3964 Total:		12.98							
4001	8/22/2019	110.54	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				battery for squad 5152					
4001 Total:		110.54							
4022	8/23/2019	131.13	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				fuel and oil filters					
4022 Total:		131.13							
4023	8/23/2019	8.74	0.00	09/06/2019				False	0
699-069-534000 Automotive Expense				fuel filters					
4023 Total:		8.74							
4041	8/26/2019	104.46	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				fuel and oil filters					
4041 Total:		104.46							
4059	8/26/2019	42.30	0.00	09/06/2019				False	0
699-069-534000 Automotive Expense				fuel line parts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	4059 Total:	42.30							
4062	8/26/2019	10.43	0.00	09/06/2019				False	0
699-069-534000	Automotive Expense			fuel line					
	4062 Total:	10.43							
4077	8/27/2019	32.36	0.00	09/06/2019				False	0
501-501-534000	Automotive Expense			sealant					
	4077 Total:	32.36							
6923	8/16/2019	36.15	0.00	09/06/2019				False	0
501-501-534000	Automotive Expense			wipers					
	6923 Total:	36.15							
	Advance Auto Parts Total:	926.98							
Alert-All Co									
10017									
219080122	8/19/2019	1,210.00	0.00	09/06/2019				False	0
100-034-598000	Fire Prevention			pens and childrens red fire hats					
	219080122 Total:	1,210.00							
	Alert-All Co Total:	1,210.00							
Allegra Print & Imaging									
10016									
58533	8/21/2019	136.00	0.00	09/06/2019				False	0
100-761-551000	Printing And Publications			300 paper "no parking signs"					
	58533 Total:	136.00							
	Allegra Print & Imaging To	136.00							

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Amerencilco 10021									
0931067015	8/19/2019	39.37	0.00	09/06/2019				False	0
100-068-550100 Utilities				324 court st					
0931067015 Total:		39.37							
0963065243	8/29/2019	3,375.00	0.00	09/06/2019				False	0
100-068-550100 Utilities				all public property locations					
0963065243	8/29/2019	37.52	0.00	09/06/2019				False	0
999-911-550100 Utilities				1411 elmgrove tower/tc3					
0963065243	8/29/2019	433.94	0.00	09/06/2019				False	0
501-501-550100 Utilities				bus dept locations					
0963065243	8/29/2019	433.95	0.00	09/06/2019				False	0
699-069-550100 Utilities				vmf location					
0963065243	8/29/2019	1,745.13	0.00	09/06/2019				False	0
100-034-550100 Utilities				fire dept locations					
0963065243	8/29/2019	137.72	0.00	09/06/2019				False	0
100-032-550100 Utilities				street dept locations					
0963065243	8/29/2019	940.16	0.00	09/06/2019				False	0
525-525-550100 Utilities				airport locations					
0963065243	8/29/2019	91.21	0.00	09/06/2019				False	0
231-031-550100 Utilities				wwtp location					
0963065243	8/29/2019	54.84	0.00	09/06/2019				False	0
223-026-550100 Utilities				recycling location					
0963065243 Total:		7,249.47							
3955025012	8/22/2019	49.52	0.00	09/06/2019				False	0
100-032-550500 Electricity For Street Li				1703 remington street light					
3955025012 Total:		49.52							
Amerencilco Total:		7,338.36							
American Water 12288									
4000174775	8/1/2019	1,034.50	0.00	09/06/2019				False	0
231-029-560701 American Water Consmpn Repts				july usage					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4000174775	Total:	1,034.50							
American Water	Total:	1,034.50							
Arington, John									
13842									
38937	9/5/2019	750.00	0.00	09/06/2019				False	0
231-030-569000	Other Contractual Service			backwater flow valve reimbursement					
38937	Total:	750.00							
Arington, John	Total:	750.00							
Arrowsmith, Doug									
11882									
expense-0919	9/3/2019	75.00	0.00	09/06/2019				False	0
223-023-550300	Telephone			september 2019 cell phone reimbursement					
expense-0919	Total:	75.00							
Arrowsmith, Doug	Total:	75.00							
Atlas Supply Company									
10038									
13333	8/27/2019	718.30	0.00	09/06/2019				False	0
100-034-522400	General Supplies			station cleaning supplies					
13333	Total:	718.30							
Atlas Supply Company	Tot	718.30							
Avanti's Dome LLC									
11012									
1310	8/16/2019	2,000.00	0.00	09/06/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
208-208-598100 Public Relations				marketing expenses					
1310 Total:		2,000.00							
Avanti's Dome LLC Total:		2,000.00							
Avfuel Corporation 10780									
012468993	8/5/2019	33,039.23	0.00	09/06/2019				False	0
525-000-160100 Fuel Inventory				load of 100LL jet fuel delivered					
012468993 Total:		33,039.23							
012537772	8/21/2019	20.00	0.00	09/06/2019				False	0
525-525-524000 Lease/rental Of Equipment				rental on credit card machine					
012537772 Total:		20.00							
Avfuel Corporation Total:		33,059.23							
Baxter, Donald 11809									
pettycash8/19	8/30/2019	5.53	0.00	09/06/2019				False	0
100-761-599000 Miscellaneous				meal for a child					
pettycash8/19	8/30/2019	13.65	0.00	09/06/2019				False	0
100-761-522400 General Supplies				faucet parts					
pettycash8/19	8/30/2019	500.00	0.00	09/06/2019				False	0
100-763-592600 Special Investigations Exp				drug buy money					
pettycash8/19 Total:		519.18							
Baxter, Donald Total:		519.18							
Bobcat of Peoria, Inc. 11518									
0134663	8/22/2019	3,034.39	0.00	09/06/2019				False	0
100-032-534400 Equipment Repairs				kit for bobcat					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	0134663 Total:	3,034.39							
0134711	8/27/2019	1,362.74	0.00	09/06/2019				False	0
100-032-534400	Equipment Repairs			bobcat control kit					
	0134711 Total:	1,362.74							
0134728	8/27/2019	170.00	0.00	09/06/2019				False	0
100-032-534400	Equipment Repairs			skid loader service					
	0134728 Total:	170.00							
	Bobcat of Peoria, Inc. Total:	4,567.13							
Britton Electronics									
10083									
2198142	8/22/2019	1,462.68	0.00	09/06/2019				False	0
231-030-534400	Equipment Repairs			emergency repairs at hickory hills liftstation					
	2198142 Total:	1,462.68							
2198152	8/23/2019	116.95	0.00	09/06/2019				False	0
231-030-534400	Equipment Repairs			troubleshooting crescent liftstation					
	2198152 Total:	116.95							
	Britton Electronics Total:	1,579.63							
Bush, Josh									
11869									
expense-0819	8/23/2019	46.59	0.00	09/06/2019				False	0
100-761-520200	Office Supplies			office supplies purchased for FTO program					
	expense-0819 Total:	46.59							
	Bush, Josh Total:	46.59							

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Calpine Energy Solutions 10590									
2680988	8/20/2019	534.55	0.00	09/06/2019				False	0
100-068-550100 Utilities				public property locations					
2680988	8/20/2019	59.16	0.00	09/06/2019				False	0
999-911-550100 Utilities				1130 koch st unit A/tc3					
2680988	8/20/2019	62.61	0.00	09/06/2019				False	0
501-501-550100 Utilities				bus dept locations					
2680988	8/20/2019	62.60	0.00	09/06/2019				False	0
699-069-550100 Utilities				vmf locations					
2680988	8/20/2019	262.20	0.00	09/06/2019				False	0
100-034-550100 Utilities				fire dept locations					
2680988	8/20/2019	71.75	0.00	09/06/2019				False	0
100-032-550100 Utilities				1208 koch st					
2680988	8/20/2019	124.06	0.00	09/06/2019				False	0
525-525-550100 Utilities				airport locations					
2680988	8/20/2019	247.08	0.00	09/06/2019				False	0
231-031-550100 Utilities				wwtp locations					
2680988 Total:		1,424.01							
Calpine Energy Solutions T		1,424.01							
Centre State International Trucks, Inc. 10109									
267046	8/20/2019	-350.00	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				core return/credit					
267046 Total:		-350.00							
Centre State International T		-350.00							
CenturyLink 10111									
304000691	8/10/2019	137.27	0.00	09/06/2019				False	0
501-501-550300 Telephone				phone service at bus dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
304000691 Total:		137.27							
304025584	8/10/2019	4,003.14	0.00	09/06/2019				False	0
100-009-550300 Telephone				copper lines at fire dept					
304025584 Total:		4,003.14							
304027612	8/13/2019	80.78	0.00	09/06/2019				False	0
100-009-550300 Telephone				copper lines at fire dept					
304027612 Total:		80.78							
CenturyLink Total:		4,221.19							
CINTAS Corporation									
10115									
4028100968	8/16/2019	175.85	0.00	09/06/2019				False	0
699-069-569000 Other Contractual Service				clean uniforms					
4028100968 Total:		175.85							
4028600029	8/23/2019	175.85	0.00	09/06/2019				False	0
699-069-569000 Other Contractual Service				clean uniforms					
4028600029 Total:		175.85							
4028600226	8/23/2019	89.81	0.00	09/06/2019				False	0
231-031-569000 Other Contractual Service				clean uniforms					
4028600226 Total:		89.81							
4029108899	8/30/2019	89.81	0.00	09/06/2019				False	0
231-031-569000 Other Contractual Service				clean uniforms					
4029108899 Total:		89.81							
CINTAS Corporation Total		531.32							

Cloudpoint Geographics Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
11838									
002458	8/31/2019	7,450.00	0.00	09/06/2019				False	0
100-007-569000	Other Contractual Service			contracted GIS september 2019 invoice					
	002458 Total:	7,450.00							
	Cloudpoint Geographics In	7,450.00							
Cone, Kevin									
10126									
expense-0919	9/3/2019	200.00	0.00	09/06/2019				False	0
695-095-517510	Fire Ins Trust Fund Pmts			september 2019 fire insurance trust fund					
	expense-0919 Total:	200.00							
	Cone, Kevin Total:	200.00							
Core & Main									
10255									
L033778	8/19/2019	5,005.00	0.00	09/06/2019				False	0
240-240-580501	Street Major Repair			frames and covers for repairs					
	L033778 Total:	5,005.00							
L071898	8/26/2019	1,815.00	0.00	09/06/2019				False	0
240-240-580501	Street Major Repair			frames and covers for repairs					
	L071898 Total:	1,815.00							
L086165	8/26/2019	388.11	0.00	09/06/2019				False	0
231-030-580601	Sewer Repair			Y section for sinkhole					
	L086165 Total:	388.11							
	Core & Main Total:	7,208.11							
Crawford Murphy & Tilly									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10138									
0205158	8/13/2019	9,936.50	0.00	09/06/2019				False	0
231-033-561200 Engineering Fees				riverway/koch st engineering					
0205158 Total:		9,936.50							
Crawford Murphy & Tilly		9,936.50							
Dan's Signs									
11853									
09062019	9/6/2019	88.00	0.00	09/06/2019				False	0
501-501-522400 General Supplies				magnetic signs for pre school					
09062019 Total:		88.00							
Dan's Signs Total:		88.00							
Dennison Chevrolet									
10154									
291319cvw	8/8/2019	141.34	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				battery cable for squad 5061					
291319cvw Total:		141.34							
Dennison Chevrolet Total:		141.34							
Eastern Big R Stores, Inc.									
11569									
8568/13	8/23/2019	18.98	0.00	09/06/2019				False	0
100-034-529000 Equipment				grease gun					
8568/13	8/23/2019	2.99	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				wipers					
8568/13 Total:		21.97							
8576/13	8/29/2019	49.98	0.00	09/06/2019				False	0
231-031-522400 General Supplies				weed killer and sprayer					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
8576/13 Total:		49.98							
8577/13	8/30/2019	31.00	0.00	09/06/2019				False	0
100-034-522400 General Supplies				propane					
8577/13 Total:		31.00							
Eastern Big R Stores, Inc. T		102.95							
Esker, Josie 13323									
expenes-0919	9/5/2019	75.00	0.00	09/06/2019				False	0
100-007-550300 Telephone				september 2019 cell phone reimbursement					
expenes-0919 Total:		75.00							
Esker, Josie Total:		75.00							
EverGreen Home Energy Consultants, Inc. 13837									
2019082001	8/20/2019	750.00	0.00	09/06/2019				False	0
501-501-557200 License And Inspection Fees				energy audit of bus dept for ameren grant					
2019082001 Total:		750.00							
EverGreen Home Energy C		750.00							
Farnsworth Group Inc 10180									
209794	8/29/2019	1,060.50	0.00	09/06/2019	csos-phs3	enr		False	0
231-030-561200 Engineering Fees				loan admin services for LTCP phase 3-4 bid					
209794 Total:		1,060.50							
Farnsworth Group Inc Tota		1,060.50							

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Fastenal Company 10181									
ilpek148443	8/5/2019	33.04	0.00	09/06/2019				False	0
501-501-534000 Automotive Expense				speaker bracket hardware for vehicle					
ilpek148443 Total:		33.04							
ilpek148717	8/12/2019	91.95	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				chains for street dept					
ilpek148717	8/12/2019	14.19	0.00	09/06/2019				False	0
100-032-522400 General Supplies				duct tape for shop					
ilpek148717 Total:		106.14							
Fastenal Company Total:		139.18							
Fick, Matt 13647									
19	9/2/2019	2,400.00	0.00	09/06/2019				False	0
570-570-569000 Other Contractual Service				consulting fees 08/20-09/02/19					
19 Total:		2,400.00							
Fick, Matt Total:		2,400.00							
Flatley, Melissa 10199									
expense-0919	9/5/2019	64.03	0.00	09/06/2019				False	0
100-006-518700 Mileage				mileage to further education					
expense-0919 Total:		64.03							
Flatley, Melissa Total:		64.03							
FleetPride, Inc. 11473									

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
33618440	8/16/2019	650.00	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				rear brake drums for E3					
33618440 Total:		650.00							
33919455	8/21/2019	315.30	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				air dryer for L1					
33919455 Total:		315.30							
FleetPride, Inc. Total:		965.30							
Forney, LLC									
10834									
8931857	8/21/2019	83.76	0.00	09/06/2019				False	0
100-032-534400 Equipment Repairs				parts for air meter for concrete test					
8931857 Total:		83.76							
Forney, LLC Total:		83.76							
Gem City Tire									
12935									
21448	8/8/2019	400.00	0.00	09/06/2019				False	0
525-525-534000 Automotive Expense				4 tires for kubota					
21448 Total:		400.00							
21593	8/19/2019	2,365.56	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw tire repairs and recaps					
21593 Total:		2,365.56							
Gem City Tire Total:		2,765.56							
Global Emergency Products									
10230									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
ag71485	8/13/2019	33.37	0.00	09/06/2019				False	0
100-034-534400 Equipment Repairs				carburator kit for chain saw					
ag71485 Total:		33.37							
Global Emergency Product		33.37							
Guerra, Michael									
10241									
expense-0919	9/5/2019	75.00	0.00	09/06/2019				False	0
100-007-550300 Telephone				september 2019 cell phone reimbursement					
expense-0919 Total:		75.00							
Guerra, Michael Total:		75.00							
Hanson Industrial-Peoria, Inc.									
11382									
082728087	8/26/2019	952.84	0.00	09/06/2019				False	0
100-032-534400 Equipment Repairs				pressure washer repairs					
082728087 Total:		952.84							
Hanson Industrial-Peoria, I		952.84							
Hanson Professional Srvcs Inc									
10248									
1072915	6/15/2019	37,464.00	0.00	09/06/2019				False	0
525-525-561200 Engineering Fees				construction engineering for runway rehab project					
1072915 Total:		37,464.00							
4	5/16/2019	75,297.24	0.00	09/06/2019	frnt-phs2	enrg		False	0
240-240-561200 Engineering Fees				front street phase 2 engineering					
4 Total:		75,297.24							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
8	8/22/2019	19,631.08	0.00	09/06/2019				False	0
240-240-561200	Engineering Fees			invoice #8 for front st					
8 Total:		19,631.08							
Hanson Professional Svcs		132,392.32							
Harris Pest Control 10251									
99109	8/1/2019	60.00	0.00	09/06/2019				False	0
525-525-566600	Pest Control			pest control					
99109 Total:		60.00							
Harris Pest Control Total:		60.00							
Hawkins Inc. 12742									
4565396	8/21/2019	4,223.81	0.00	09/06/2019				False	0
231-031-522200	Chemical Supplies			polymer and chlorine for wastewater treatment					
4565396 Total:		4,223.81							
Hawkins Inc. Total:		4,223.81							
Haynes, Sarah 13839									
08282019	8/28/2019	500.00	0.00	09/06/2019				False	0
445-043-414002	Impound Fees			refund of impound fee per hearing officer					
08282019 Total:		500.00							
Haynes, Sarah Total:		500.00							
Henderson, Robert									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
12126									
expense-0919	9/5/2019	75.00	0.00	09/06/2019				False	0
501-501-550300 Telephone				september 2019 cell phone reimbursement					
	expense-0919 Total:	75.00							
	Henderson, Robert Total:	75.00							
Higgins, Thomas P.									
10851									
1200	7/25/2019	400.00	0.00	09/06/2019				False	0
100-766-569000 Other Contractual Service				hearing prep 7/25/19 and hearing of 8/14/19					
	1200 Total:	400.00							
1202	8/28/2019	375.00	0.00	09/06/2019				False	0
100-766-569000 Other Contractual Service				hearing prep and hearing of 8/28/19					
	1202 Total:	375.00							
	Higgins, Thomas P. Total:	775.00							
Hitchcock, Joe									
13140									
expense-0919	9/5/2019	42.00	0.00	09/06/2019				False	0
100-761-519000 Training And Education				meal reimbursement during training					
	expense-0919 Total:	42.00							
	Hitchcock, Joe Total:	42.00							
HOI Mayors Association									
13838									
09052019	9/5/2019	150.00	0.00	09/06/2019				False	0
100-001-551600 Dues And Subscriptions				Mayors Association Dues for 2019-2020					

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	09052019 Total:	150.00							
	HOI Mayors Association T	150.00							
i3 Broadband 12074									
1679388-1	8/1/2019	10,805.32	0.00	09/06/2019				False	0
100-009-550300 Telephone				all city internet and phones					
	1679388-1 Total:	10,805.32							
	i3 Broadband Total:	10,805.32							
IL American Water 10291									
210001081816	8/19/2019	29.96	0.00	09/06/2019				False	0
100-068-550100 Utilities				633 margaret st yd hy					
	210001081816 Total:	29.96							
210001269890	8/19/2019	20.11	0.00	09/06/2019				False	0
100-068-550100 Utilities				502 s 2nd st yd hy					
	210001269890 Total:	20.11							
210002094969	8/19/2019	24.66	0.00	09/06/2019				False	0
100-068-550100 Utilities				100 state st					
	210002094969 Total:	24.66							
210002243143	8/19/2019	24.66	0.00	09/06/2019				False	0
231-031-550100 Utilities				2500 s 2nd st					
	210002243143 Total:	24.66							
210002365869	8/19/2019	20.11	0.00	09/06/2019				False	0
100-068-550100 Utilities				400 n 7th st yd hy					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
210002365869 Total:		20.11							
IL American Water Total:		119.50							
IL Environmental Protection Agency 11923									
7	9/3/2019	71,026.87	0.00	09/06/2019				False	0
231-000-218900 ILEPA Loan L17-3082					principle payment on L17-3082 wastewater project				
7	9/3/2019	31,048.17	0.00	09/06/2019				False	0
231-029-590400 Interest Paid					interest payment on L17-3082 wastewater project				
7 Total:		102,075.04							
IL Environmental Protectio		102,075.04							
IL Fire Chiefs Assoc 10305									
fo190138	8/22/2019	6,300.00	0.00	09/06/2019				False	0
100-034-519000 Training And Education					class for incident safety officer				
fo190138 Total:		6,300.00							
IL Fire Chiefs Assoc Total:		6,300.00							
IL Oil Marketing Equipment 10313									
0137774in	6/30/2019	4,152.00	0.00	09/06/2019				False	0
525-525-569000 Other Contractual Service					fuel tank inspections				
0137774in Total:		4,152.00							
0138570in	8/22/2019	156.96	0.00	09/06/2019				False	0
231-031-522400 General Supplies					hose and pipe unions for tank pumping				
0138570in Total:		156.96							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	IL Oil Marketing Equipme	4,308.96							
Illini Plumbing, Inc. 12264									
12451	8/1/2019	226.33	0.00	09/06/2019	toilet repair at airport			False	0
525-525-534200 Buildings And Grounds Rep									
12451 Total:		226.33							
12479	8/12/2019	1,286.38	0.00	09/06/2019	sump pump for station 1			False	0
100-068-534200 Buildings And Grounds Rep									
12479 Total:		1,286.38							
Illini Plumbing, Inc. Total:		1,512.71							
Interstate All Battery Center 10329									
20176241	8/15/2019	159.90	0.00	09/06/2019	2 batteries			False	0
699-070-534000 Automotive Expense									
20176241 Total:		159.90							
Interstate All Battery Cente		159.90							
Interstate Billing Service, Inc 12346									
3016111738	8/12/2019	1,287.12	0.00	09/06/2019	sw9 power steering gear and filter			False	0
223-023-534000 Automotive Expense									
3016111738 Total:		1,287.12							
3016133092	8/14/2019	130.58	0.00	09/06/2019	sw9 steering fluid reservoir			False	0
223-023-534000 Automotive Expense									
3016133092 Total:		130.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
3016166727	8/16/2019	116.93	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw9 power steering hose					
3016166727 Total:		116.93							
3016176224	8/16/2019	47.40	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw8 hose for power steering gear					
3016176224 Total:		47.40							
3016216294	8/20/2019	1,287.12	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw8 gear box					
3016216294 Total:		1,287.12							
Interstate Billing Service, I		2,869.15							
IWIRC									
10335									
291839	7/1/2019	316.00	0.00	09/06/2019				False	0
100-761-559000 Medical Expense/supplies				fit for duty					
291839 Total:		316.00							
292870	7/16/2019	100.00	0.00	09/06/2019				False	0
501-501-559000 Medical Expense/supplies				physical					
292870 Total:		100.00							
292969	7/17/2019	44.00	0.00	09/06/2019				False	0
501-501-559000 Medical Expense/supplies				drug screen					
292969 Total:		44.00							
293169	7/19/2019	111.25	0.00	09/06/2019				False	0
501-501-559000 Medical Expense/supplies				physical					
293169 Total:		111.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	IWIRC Total:	571.25							
Joe's Towing & Recovery 11414									
431169	8/14/2019	275.00	0.00	09/06/2019				False	0
501-501-534000 Automotive Expense				tow bus 1609					
	431169 Total:	275.00							
Joe's Towing & Recovery T		275.00							
Jones, Rob 11207									
expense-0816	8/16/2019	108.00	0.00	09/06/2019				False	0
100-761-519000 Training And Education				parking during HITS K9 handler and training seminar					
	expense-0816 Total:	108.00							
Jones, Rob Total:		108.00							
Jost, Dan 13257									
expense-0919	9/5/2019	75.00	0.00	09/06/2019				False	0
699-069-550300 Telephone				september 2019 cell phone reimbursement					
	expense-0919 Total:	75.00							
Jost, Dan Total:		75.00							
Keen, Danielle 10341									
expense-0919	9/12/2019	14.00	0.00	09/06/2019				False	0
100-763-519000 Training And Education				meal reimbursement during training					

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
expense-0919 Total:		14.00							
Keen, Danielle Total:		14.00							
Koenig Body & Equipment 10359 jr43662	8/27/2019	454.62	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw8 huydraulic rebuild					
jr43662 Total:		454.62							
Koenig Body & Equipmen		454.62							
Laser Electric Inc 10367 sc18555c	8/19/2019	686.14	0.00	09/06/2019				False	0
100-793-569000 Other Contractual Service				utility locates					
sc18555c Total:		686.14							
sc19597	8/22/2019	132.00	0.00	09/06/2019				False	0
100-032-532000 Electronic Equipment Main				signal reset broadway and 14th					
sc19597 Total:		132.00							
Laser Electric Inc Total:		818.14							
LHF Compost, Inc. 11829 177771	8/23/2019	1,583.55	0.00	09/06/2019				False	0
223-025-566501 Compost Site Expense				8/20-8/23 yardwaste					
177771 Total:		1,583.55							
LHF Compost, Inc. Total:		1,583.55							

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Lutz, Mike 13325									
expense-0919	9/6/2019	73.66	0.00	09/06/2019				False	0
100-793-519000 Training And Education				mileage for randon mitigation training					
expense-0919 Total:		73.66							
expense-0919-1	9/6/2019	86.56	0.00	09/06/2019				False	0
100-793-519000 Training And Education				mileage for engineered lumber & design					
expense-0919-1 Total:		86.56							
expense-0919-2	9/6/2019	86.56	0.00	09/06/2019				False	0
100-793-519000 Training And Education				mileage for 2018 international building codes					
expense-0919-2 Total:		86.56							
Lutz, Mike Total:		246.78							
Lynn Peavey Company 10929									
360837	8/15/2019	131.50	0.00	09/06/2019				False	0
100-761-522400 General Supplies				evidence storage boxes					
360837 Total:		131.50							
Lynn Peavey Company Tot		131.50							
Martin Equipment of Illinois Inc. 11110									
431604	8/27/2019	146.85	0.00	09/06/2019				False	0
100-032-534400 Equipment Repairs				bobcat parts to make electrical adapter					
431604 Total:		146.85							
Martin Equipment of Illino		146.85							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Menards 10414 56481	8/14/2019	24.98	0.00	09/06/2019				False	0
525-525-522400 General Supplies				sprayer					
56481 Total:		24.98							
56701	8/16/2019	183.57	0.00	09/06/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				station 2 repairs					
56701 Total:		183.57							
57273	8/22/2019	-399.00	0.00	09/06/2019				False	0
100-034-529000 Equipment				returned a/c unit					
57273 Total:		-399.00							
57283	8/22/2019	7.49	0.00	09/06/2019				False	0
100-032-534400 Equipment Repairs				dp toggle switch for durapatcher					
57283 Total:		7.49							
57298	8/22/2019	11.86	0.00	09/06/2019				False	0
100-032-534400 Equipment Repairs				twist lock plug for durapatch machine					
57298 Total:		11.86							
57780	8/28/2019	25.99	0.00	09/06/2019				False	0
231-031-522400 General Supplies				sprayer					
57780 Total:		25.99							
57863	8/29/2019	9.15	0.00	09/06/2019	yard-crew	expense		False	0
100-068-522400 General Supplies				lawn bags					
57863 Total:		9.15							
57864	8/29/2019	27.17	0.00	09/06/2019				False	0
100-032-522400 General Supplies				drill bits					
57864 Total:		27.17							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
57956	8/30/2019	12.72	0.00	09/06/2019				False	0
525-525-522400 General Supplies				cleaning supplies					
57956 Total:		12.72							
57987	8/3/2019	151.35	0.00	09/06/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				northside kitchen remodel					
57987 Total:		151.35							
58069	8/31/2019	34.99	0.00	09/06/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				northside kitchen remodel					
58069 Total:		34.99							
58150	9/1/2019	661.76	0.00	09/06/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				northside kitchen remodel					
58150 Total:		661.76							
Menards Total:		752.03							
Mid-Illini Window Tinting									
13836									
082019	8/20/2019	1,131.00	0.00	09/06/2019				False	0
100-034-534200 Buildings & Grounds Maintenan				window tint for east side living area					
082019 Total:		1,131.00							
Mid-Illini Window Tinting		1,131.00							
Midwest Communications-MW1									
13542									
385243-1	7/28/2019	675.00	0.00	09/06/2019				False	0
208-208-598505 Special Events				tourism/promotion for bike night					
385243-1	7/28/2019	492.00	0.00	09/06/2019				False	0
208-208-598505 Special Events				tourism/promotion for bike night					
385243-1	7/28/2019	616.00	0.00	09/06/2019				False	0
208-208-598505 Special Events				tourism/promotion for bike night					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	385243-1 Total:	1,783.00							
385243a-1	7/28/2019	368.00	0.00	09/06/2019				False	0
208-208-598505	Special Events			advertising for city street party					
	385243a-1 Total:	368.00							
391273-1	7/28/2019	150.00	0.00	09/06/2019				False	0
208-208-598505	Special Events			advertising for city street party					
	391273-1 Total:	150.00							
	Midwest Communications-	2,301.00							
Midwest Transit Equipment									
10421									
r35100472102	8/19/2019	25.44	0.00	09/06/2019				False	0
501-501-534000	Automotive Expense			repairs to bus 1812					
	r35100472102 Total:	25.44							
r35100476801	8/19/2019	60.00	0.00	09/06/2019				False	0
501-501-534000	Automotive Expense			repairs to bus 1702					
	r35100476801 Total:	60.00							
x10104828901	8/16/2019	288.00	0.00	09/06/2019				False	0
501-501-534000	Automotive Expense			a/c fans					
	x10104828901 Total:	288.00							
x10104858201	8/9/2019	68.10	0.00	09/06/2019				False	0
501-501-522400	General Supplies			lettering for school buses					
	x10104858201 Total:	68.10							
x10104861001	8/6/2019	918.80	0.00	09/06/2019				False	0
699-070-534000	Automotive Expense			rear door					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
x10104861001 Total:		918.80							
x10104865601 501-501-534000 Automotive Expense	8/7/2019	723.61	0.00	09/06/2019	front right finder			False	0
x10104865601 Total:		723.61							
x10104867901 501-501-534000 Automotive Expense	8/8/2019	235.44	0.00	09/06/2019	window glass replacement on bus 1722			False	0
x10104867901 Total:		235.44							
x10104885701 501-501-529000 Equipment	8/16/2019	1,702.78	0.00	09/06/2019	10 child car seats			False	0
x10104885701 Total:		1,702.78							
Midwest Transit Equipmen		4,022.17							
Miller Hall & Triggs 10423									
30 100-003-561000 Legal Fees	8/16/2019	8,659.50	0.00	09/06/2019	07/2019 general			False	0
30 100-003-561001 Legal Services - Police Labor	8/16/2019	1,765.52	0.00	09/06/2019	07/2019 police			False	0
30 100-003-561001 Legal Services - Police Labor	8/16/2019	620.00	0.00	09/06/2019	07/2019 police contract negotiation			False	0
30 100-003-561003 Legal Services - Teamsters	8/16/2019	220.00	0.00	09/06/2019	07/2019 labor general unit			False	0
30 100-003-561002 Legal Services - Fire Labor	8/16/2019	80.00	0.00	09/06/2019	07/2019 fire pierce issue			False	0
30 100-003-561003 Legal Services - Teamsters	8/16/2019	900.00	0.00	09/06/2019	07/2019 street			False	0
30 273-273-560600 Corporate Counsel Fees	8/16/2019	570.00	0.00	09/06/2019	07/2019 TIF			False	0
30 100-003-561000 Legal Fees	8/16/2019	3,826.70	0.00	09/06/2019	07/2019 ordinance violations			False	0
30	8/16/2019	160.00	0.00	09/06/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-003-561000 Legal Fees				07/2019 kroger PTAB					
30	8/16/2019	980.00	0.00	09/06/2019				False	0
100-003-560600 Corporate Counsel Fees				07/2019 liquor commission					
30	8/16/2019	560.00	0.00	09/06/2019				False	0
100-793-560600 Corporate Counsel Fees				07/2019 ZBA/planning commission					
30	8/16/2019	440.00	0.00	09/06/2019				False	0
525-525-560600 Corporate Counsel Fees				07/2019 airport					
30	8/16/2019	727.26	0.00	09/06/2019				False	0
231-030-560600 Corporate Counsel Fees				07/2019 mangan sewer					
30	8/16/2019	525.80	0.00	09/06/2019				False	0
100-003-560600 Corporate Counsel Fees				07/2019 golden					
30	8/16/2019	4,676.91	0.00	09/06/2019				False	0
100-003-561000 Legal Fees				07/2019 traffic & enforcement					
30	8/16/2019	200.00	0.00	09/06/2019				False	0
232-232-560600 Corporate Counsel Fees				07/2019 storm water issues					
30 Total:		24,911.69							
Miller Hall & Triggs Total:		24,911.69							
Morton Community Bank									
11164									
1034905	8/26/2019	91,010.95	0.00	09/06/2019				False	0
208-208-591400 Loan Payments				principal on loan payment					
1034905	8/26/2019	5,450.57	0.00	09/06/2019				False	0
208-208-590400 Interest Paid				interest on loan payment					
1034905 Total:		96,461.52							
Morton Community Bank T		96,461.52							
Mutual Wheel									
10439									
2476672	8/13/2019	34.88	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw8 box lights and grommets					
2476672 Total:		34.88							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Mutual Wheel Total:	34.88							
MyFleetCenter.Com 13381									
24587	8/9/2019	62.98	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				oil change					
24587 Total:		62.98							
24705	8/14/2019	62.98	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				oil change					
24705 Total:		62.98							
24985	8/23/2019	62.98	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				oil change					
24985 Total:		62.98							
25064	8/26/2019	70.97	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				oil change					
25064 Total:		70.97							
25097	8/27/2019	62.98	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				oil change					
25097 Total:		62.98							
25123	8/29/2019	62.98	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				oil change					
25123 Total:		62.98							
25129	8/29/2019	62.98	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				oil change					
25129 Total:		62.98							

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
MyFleetCenter.Com Total:		448.85							
NAPA Auto Parts of Pekin									
10441									
398418	8/29/2019	168.01	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				battery					
398418 Total:		168.01							
398438	8/29/2019	-18.00	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				core deposit and credit					
398438 Total:		-18.00							
NAPA Auto Parts of Pekin		150.01							
Neopost USA Inc									
11228									
044914318559	8/7/2019	4.94	0.00	09/06/2019				False	0
100-009-520400 Postage				postage					
044914318559 Total:		4.94							
Neopost USA Inc Total:		4.94							
Newcomb, Sarah									
11045									
expense-0819	8/28/2019	91.76	0.00	09/06/2019				False	0
100-005-519000 Training And Education				mileage during training					
expense-0819 Total:		91.76							
Newcomb, Sarah Total:		91.76							
Olson, Brett									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
12928									
expense-0919	9/5/2019	75.00	0.00	09/06/2019				False	0
100-032-550300 Telephone				september 2019 cell phone reimbursement					
	expense-0919 Total:	75.00							
	Olson, Brett Total:	75.00							
PDC Services									
10474									
4315663	8/15/2019	1,247.84	0.00	09/06/2019				False	0
231-031-536400 Sludge Removal				sludge disposal					
	4315663 Total:	1,247.84							
	PDC Services Total:	1,247.84							
Pekin Alignment & Autobody, Inc.									
13351									
4667	8/16/2019	1,100.20	0.00	09/06/2019				False	0
501-501-534000 Automotive Expense				repair bus 1722					
	4667 Total:	1,100.20							
4669	8/19/2019	1,677.00	0.00	09/06/2019				False	0
501-501-534000 Automotive Expense				repair bus 1614					
	4669 Total:	1,677.00							
4700	8/26/2019	1,625.70	0.00	09/06/2019				False	0
501-501-534000 Automotive Expense				repair bus 1806					
	4700 Total:	1,625.70							
	Pekin Alignment & Autobody	4,402.90							
Pekin Gun & Sporting Goods									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10482									
155961	8/18/2019	85.00	0.00	09/06/2019				False	0
100-761-592700 Shooting Range				range supplies					
155961 Total:		85.00							
Pekin Gun & Sporting Goo		85.00							
Pekin Public Library									
10488									
08282019	8/28/2019	16,751.84	0.00	09/06/2019				False	0
100-990-496200 PPRT Tax Clearing Acct				EOM july statement 2019 collection date may 2019					
08282019 Total:		16,751.84							
Pekin Public Library Total:		16,751.84							
Pekin Shoe Repair									
10490									
5150	8/28/2019	176.00	0.00	09/06/2019				False	0
231-031-554300 Uniforms And Tools				annual boot purchase for m. birkmeier					
5150 Total:		176.00							
Pekin Shoe Repair Total:		176.00							
Plaza Truck & Trailer Parts									
11678									
2292280040	8/16/2019	307.12	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw11 slack adjusters and 4 mirrors					
2292280040 Total:		307.12							
2292320030	8/20/2019	433.16	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				sw8 air driers					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2292320030	Total:	433.16							
Plaza Truck & Trailer Parts	740.28								
Praxair Distribution Inc 10518									
91334637	8/21/2019	83.31	0.00	09/06/2019				False	0
100-034-524000	Lease/rental Of Equipment			rental on oxygen tank					
91334637	Total:	83.31							
Praxair Distribution Inc To	83.31								
Puritan Springs Water 10766									
1386911	8/8/2019	81.12	0.00	09/06/2019				False	0
525-525-569000	Other Contractual Service			water delivery					
1386911	Total:	81.12							
Puritan Springs Water Tota	81.12								
Ragan Communications Inc 10533									
22551	8/13/2019	551.45	0.00	09/06/2019				False	0
100-034-555000	Radio Expense			battery for radios					
22551	Total:	551.45							
22560	8/14/2019	183.06	0.00	09/06/2019				False	0
100-034-555000	Radio Expense			radio repair					
22560	Total:	183.06							
22630	8/29/2019	763.88	0.00	09/06/2019				False	0
100-034-555000	Radio Expense			monthly smr charges 8/31-9/29/19					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	22630 Total:	763.88							
95.	8/13/2019	95.00	0.00	09/06/2019	radio repair			False	0
100-761-555000 Radio Expense									
	95. Total:	95.00							
	Ragan Communications In	1,593.39							
Ranney, Seth 11321 expense-0919	9/16/2019	14.00	0.00	09/06/2019	meal reimbursement during training			False	0
100-763-519000 Training And Education									
	expense-0919 Total:	14.00							
	Ranney, Seth Total:	14.00							
Ray Allen Manufacturing 10538 rinv103926	8/26/2019	31.98	0.00	09/06/2019	dog tracking pouch			False	0
100-761-592602 Canine Unit									
	rinv103926 Total:	31.98							
	Ray Allen Manufacturing T	31.98							
Ray O'Herron Co Inc 10539 1945509in	8/19/2019	458.92	0.00	09/06/2019	uniform and gear for new hire shutt			False	0
100-761-518900 Uniform Allowance									
	1945509in Total:	458.92							
1945919in	8/21/2019	395.86	0.00	09/06/2019	uniform and gear for new hire shutt			False	0
100-761-518900 Uniform Allowance									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
1945919in Total:		395.86							
1946198in	8/22/2019	16.95	0.00	09/06/2019	uniform and gear for new hire shutt			False	0
100-761-518900 Uniform Allowance									
1946198in Total:		16.95							
1946486in	8/23/2019	33.95	0.00	09/06/2019	cuff case for new hire shutt			False	0
100-761-518900 Uniform Allowance									
1946486in Total:		33.95							
Ray O'Herron Co Inc Total		905.68							
Rescued Heart Animal Hospital 11595									
171287	8/6/2019	24.40	0.00	09/06/2019	flea control 2 day boarding k-9 bas			False	0
100-761-592602 Canine Unit									
171287 Total:		24.40							
Rescued Heart Animal Hos		24.40							
RK Dixon 11746									
2185089	8/12/2019	87.85	0.00	09/06/2019	maintenance agreement on copier			False	0
501-501-538000 Maintenance Agreements									
2185089 Total:		87.85							
RK Dixon Total:		87.85							
Screen Graphics 11875									
34714	8/20/2019	7.00	0.00	09/06/2019	retirement plaque			False	0
100-034-599000 Miscellaneous									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	34714 Total:	7.00							
	Screen Graphics Total:	7.00							
Sentry Safety Supply, Inc. 10882 0239589in	8/19/2019	32.85	0.00	09/06/2019				False	0
100-793-554300 Uniforms And Tools				shirts for inspectors					
	0239589in Total:	32.85							
Sentry Safety Supply, Inc.		32.85							
SHI International Corp 12297 b10445974	8/19/2019	14,571.00	0.00	09/06/2019				False	0
100-009-538000 Maintenance Agreements				log rythm subscription/maintenance					
	b10445974 Total:	14,571.00							
b10459017	8/21/2019	231.17	0.00	09/06/2019				False	0
100-009-599802 Computer Hardware				power distribution unit					
	b10459017 Total:	231.17							
SHI International Corp Tot		14,802.17							
Standard Heating & Cooling 13042 5122	8/15/2019	6,389.00	0.00	09/06/2019				False	0
100-068-534400 Equipment Repairs				building and grounds/corrected bill for city hall					
	5122 Total:	6,389.00							
Standard Heating & Coolin		6,389.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Storck, Michael 13840									
expense-0919	9/5/2019	50.00	0.00	09/06/2019				False	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
expense-0919 Total:		50.00							
Storck, Michael Total:		50.00							
Structural Engineers Association of Illinois 13841									
1003	8/22/2019	105.00	0.00	09/06/2019				False	0
100-007-519000 Training And Education				SEAI conference for Josie Esker					
1003 Total:		105.00							
Structural Engineers Assoc		105.00							
T Shirt House 10628									
87197	8/22/2019	79.90	0.00	09/06/2019				False	0
100-761-518900 Uniform Allowance				required gear/academy training for new officer shutt					
87197 Total:		79.90							
T Shirt House Total:		79.90							
Tazewell County Landfill 10635									
4315687	8/15/2019	24,473.43	0.00	09/06/2019				False	0
223-023-566500 Landfill Expense				08/01-08/15/19 landfill fee					
4315687 Total:		24,473.43							
4315688	8/15/2019	208.92	0.00	09/06/2019				False	0
223-023-566500 Landfill Expense				back dumpster dumped by xwaste					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
4315688 Total:		208.92							
Tazewell County Landfill T		24,682.35							
Tazewell County Recorder 11172									
08272019	8/27/2019	948.00	0.00	09/06/2019				False	0
231-029-593300 Lien Filing Fee				filing 19 and release 1 wastewater lien					
08272019 Total:		948.00							
Tazewell County Recorder		948.00							
Tazewell County Resource Centers, Inc. 12806									
092796	8/15/2019	400.00	0.00	09/06/2019				False	0
100-761-569000 Other Contractual Service				august 2019 janitor services					
092796 Total:		400.00							
Tazewell County Resource		400.00							
TeamViewer GmbH 11863									
2105557663	7/14/2019	2,405.59	0.00	09/06/2019				False	0
100-009-538000 Maintenance Agreements				remote server software/maintenance					
2105557663 Total:		2,405.59							
TeamViewer GmbH Total:		2,405.59							
Thatcher, Jon 11145									
09052019	9/5/2019	200.00	0.00	09/06/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
695-095-517510 Fire Ins Trust Fund Pmts				september 2019 fire insurance trust fund reimbursement					
09052019 Total:		200.00							
Thatcher, Jon Total:		200.00							
Third Millennium Associates, Inc.									
11953									
23792	8/20/2019	986.70	0.00	09/06/2019				False	0
231-029-569000 Other Contractual Service				august 2019 bill rendering					
23792	8/20/2019	986.70	0.00	09/06/2019				False	0
223-023-569000 Other Contractual Service				august 2019 bill rendering					
23792	8/20/2019	22.05	0.00	09/06/2019				False	0
231-029-520400 Postage				august 2019 postage					
23792	8/20/2019	22.05	0.00	09/06/2019				False	0
223-023-520400 Postage				august 2019 postage					
23792 Total:		2,017.50							
Third Millennium Associat		2,017.50							
Topless Tree Service Inc									
10657									
2019194	8/22/2019	1,705.00	0.00	09/06/2019				False	0
100-032-536000 Tree Removal / Replacemen				901 park ave/removed dead tree					
2019194 Total:		1,705.00							
2019195	8/22/2019	4,292.00	0.00	09/06/2019				False	0
100-032-536000 Tree Removal / Replacemen				513 n capitol/removed large split tree					
2019195 Total:		4,292.00							
2019196	8/22/2019	1,125.00	0.00	09/06/2019				False	0
100-032-536000 Tree Removal / Replacemen				1505 n 12/grind stump and roots					
2019196 Total:		1,125.00							
2019197	8/22/2019	450.00	0.00	09/06/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-536000 Tree Removal / Replacemen				624 washington/remove tree in street					
2019197 Total:		450.00							
2019198	8/22/2019	3,767.00	0.00	09/06/2019				False	0
100-032-536000 Tree Removal / Replacemen				1911 commonwealth/remove dead ash					
2019198 Total:		3,767.00							
Topless Tree Service Inc To		11,339.00							
Tri-County Regional Planning									
10662									
023898	7/31/2019	13,021.00	0.00	09/06/2019				False	0
240-240-569000 Other Contractual Service				annual PPUATS share					
023898 Total:		13,021.00							
Tri-County Regional Plann		13,021.00							
Truck Centers Inc									
10664									
f14027761701	8/16/2019	361.00	0.00	09/06/2019				False	0
223-023-534000 Automotive Expense				brake slack adjusters					
f14027761701 Total:		361.00							
f14027779701	8/16/2019	384.63	0.00	09/06/2019				False	0
100-032-534000 Automotive Expense				transmission fluid lines					
f14027779701 Total:		384.63							
f14027852701	8/26/2019	33.18	0.00	09/06/2019				False	0
223-026-534000 Automotive Expense				horn assembly					
f14027852701 Total:		33.18							
Truck Centers Inc Total:		778.81							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Uftring Auto Group 10829									
focs228877	8/30/2019	2,424.27	0.00	09/06/2019				False	0
100-034-534000 Automotive Expense				rescue 5 repairs					
	focs228877 Total:	2,424.27							
	Uftring Auto Group Total:	2,424.27							
Unity Point Health 13528									
5110in1604	8/20/2019	9.20	0.00	09/06/2019				False	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
	5110in1604 Total:	9.20							
	Unity Point Health Total:	9.20							
USABluebook 10674									
991875	8/27/2019	381.29	0.00	09/06/2019				False	0
231-031-534400 Equipment Repairs				parts for grit chamber flush system repair					
	991875 Total:	381.29							
992520	8/27/2019	653.65	0.00	09/06/2019				False	0
231-031-534400 Equipment Repairs				pvc pipe to repair flush system at headworks					
	992520 Total:	653.65							
	USABluebook Total:	1,034.94							
Verizon Wireless 10685									
9835378510	8/3/2019	1,667.03	0.00	09/06/2019				False	0
100-009-550300 Telephone				cell phones and data at city hall					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9835378510 Total:		1,667.03							
Verizon Wireless Total:		1,667.03							
Visa (business)									
11433									
0175-072519	7/25/2019	106.23	0.00	09/06/2019				False	0
100-761-592602 Canine Unit				k9 dog food					
0175-072519	7/25/2019	-119.00	0.00	09/06/2019				False	0
100-763-551600 Dues And Subscriptions				amazon prime refund					
0175-072519	7/25/2019	16.00	0.00	09/06/2019				False	0
100-761-592500 Crime Prevention Expense				cops for kids/supplies for event					
0175-072519	7/25/2019	53.11	0.00	09/06/2019				False	0
100-761-592602 Canine Unit				k9 dog food					
0175-072519	7/25/2019	-385.00	0.00	09/06/2019				False	0
100-761-519000 Training And Education				training refudn cancelled by vendor					
0175-072519	7/25/2019	-385.00	0.00	09/06/2019				False	0
100-761-519000 Training And Education				training refudn cancelled by vendor					
0175-072519 Total:		-713.66							
0175-082519	8/25/2019	328.00	0.00	09/06/2019				False	0
100-763-519000 Training And Education				flight training/willmert					
0175-082519	8/25/2019	1,035.00	0.00	09/06/2019	poli-warr	expense		False	0
100-761-592609 Warrant Expense				challenge coins					
0175-082519	8/25/2019	76.51	0.00	09/06/2019				False	0
100-763-529000 Equipment				fingerprint pad					
0175-082519	8/25/2019	53.11	0.00	09/06/2019				False	0
100-761-592602 Canine Unit				k9 dog food					
0175-082519	8/25/2019	29.70	0.00	09/06/2019				False	0
100-763-592600 Special Investigations Exp				SPOKEO online search					
0175-082519 Total:		1,522.32							
2592-0819	8/25/2019	52.26	0.00	09/06/2019				False	0
695-094-599000 Miscellaneous				police forum mtg supplies					
2592-0819	8/25/2019	1,448.64	0.00	09/06/2019				False	0
100-006-519000 Training And Education				tuition at icc for v bass and m flatley					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2592-0819	8/25/2019	63.86	0.00	09/06/2019				False	0
100-006-519000 Training And Education				books at icc for v bass and m flatley					
2592-0819	8/25/2019	310.00	0.00	09/06/2019				False	0
100-793-519000 Training And Education				registration for IML conference					
2592-0819 Total:		1,874.76							
6031-082519	8/25/2019	64.97	0.00	09/06/2019				False	0
100-001-599000 Miscellaneous				lunch with mayors luft, mingus and kahl					
6031-082519	8/25/2019	310.00	0.00	09/06/2019				False	0
100-001-519000 Training And Education				IML conference					
6031-082519	8/25/2019	32.00	0.00	09/06/2019				False	0
100-001-519000 Training And Education				train ticket to IML conference					
6031-082519 Total:		406.97							
Visa (business) Total:		3,090.39							
Von Rohr, Richard 10688									
expense-0919	9/16/2019	1,013.75	0.00	09/06/2019				False	0
100-761-519000 Training And Education				hostage/crisis negotiations phase I and II 9/16-9/20/19					
expense-0919 Total:		1,013.75							
Von Rohr, Richard Total:		1,013.75							
Warning Systems Spec 13591									
9060	8/14/2019	656.00	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				equipment repairs on squad 5175					
9060 Total:		656.00							
9065	8/26/2019	660.00	0.00	09/06/2019				False	0
100-761-534000 Automotive Expense				equipment repairs on squads 5174, 5164 and 5145					
9065 Total:		660.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	Warning Systems Spec Tot	1,316.00							
Waste Management 12524									
301294220704	8/29/2019	753.18	0.00	09/06/2019				False	0
231-031-569000 Other Contractual Service				dumping of 2 yard dump box					
	301294220704 Total:	753.18							
332128320709	8/16/2019	1,662.40	0.00	09/06/2019				False	0
231-031-536400 Sludge Removal				pickup of 20 yard sludge boxes					
	332128320709 Total:	1,662.40							
	Waste Management Total:	2,415.58							
Wayne Litwiller Excavating Inc 10695									
71022	8/19/2019	9,850.00	0.00	09/06/2019				False	0
100-793-562500 Demolition				demolition of dangerous home at 1407 s 6th st					
	71022 Total:	9,850.00							
	Wayne Litwiller Excavatin	9,850.00							
West Payment Center 10700									
840734995	7/31/2019	221.84	0.00	09/06/2019				False	0
100-763-551600 Dues And Subscriptions				investigative information monthly charge for july 2019					
	840734995 Total:	221.84							
	West Payment Center Total	221.84							
Wex Bank									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10595									
60813637	8/15/2019	34.21	0.00	09/06/2019				False	0
100-761-556100 Gasoline/diesel Fuel				fuel while at training for jones					
60813637 Total:		34.21							
Wex Bank Total:		34.21							
Whitney & Associates Inc									
10937									
13169	8/7/2019	356.20	0.00	09/06/2019				False	0
100-032-561300 Testing Fees				concrete testing					
13169 Total:		356.20							
Whitney & Associates Inc		356.20							
Will Harms Co									
10706									
36067	8/12/2019	57.60	0.00	09/06/2019				False	0
100-763-522400 General Supplies				2 spindles cd's					
36067 Total:		57.60							
36096	9/4/2019	89.99	0.00	09/06/2019				False	0
100-006-529000 Equipment				10 key calculator					
36096 Total:		89.99							
Will Harms Co Total:		147.59							
Willmert, Brian									
12133									
expense-0919	9/12/2019	14.00	0.00	09/06/2019				False	0
100-763-519000 Training And Education				meal reimbursement while at training					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0919 Total:	14.00							
	Willmert, Brian Total:	14.00							
Wolf Financial Advisors, LLC 13773 20601	8/25/2003	265.86	0.00	09/06/2019				False	0
100-006-599000 Miscellaneous				phone consults					
	20601 Total:	265.86							
	Wolf Financial Advisors, L	265.86							
Wrhel, Lee Ann 12351 expnese-0919	9/12/2019	371.40	0.00	09/06/2019				False	0
100-761-519000 Training And Education				IL LEAP conference 9/12-13/19					
	expnese-0919 Total:	371.40							
	Wrhel, Lee Ann Total:	371.40							
Wrigley, Eric 13835 09052019	9/5/2019	350.00	0.00	09/06/2019				False	0
208-208-598505 Special Events				riverfront event 9/6/19 live entertainment					
	09052019 Total:	350.00							
	Wrigley, Eric Total:	350.00							
XWaste Inc 10721 424942	8/17/2019	200.00	0.00	09/06/2019				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				

223-023-566500 Landfill Expense 8/12-8/14/19 yard box

424942 Total: 200.00

XWaste Inc Total: 200.00

Report Total: 623,797.84

Attachment: To Be Paid Proof List 9-6-19 (1858 : Accounts Payable Bill Run through 09-06-19)



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019
To: Council Members
From: Michael Guerra, City Engineer
Sponsors:

AGENDA ITEM: Revised Construction and Maintenance Agreement with Tazewell & Peoria Railroad

ACTION REQUESTED: To approve the revised Agreement.

DESCRIPTION: This is the revised agreement for the design and construction of the railroad grade crossings on Front Street that was approved during the August 12th meeting. Upon receiving the signed copy of the agreement from the City, the railroad requested to include additional language to the agreement to provide clarification with regards to type of work to be performed and schedule of the project. Overall the agreement has not changed the responsibilities of the parties; however, due to the amount of changes, it is being brought back to Council for approval.

The agreement is required by IDOT to allow the project to be awarded. Currently the bid is scheduled for September 20th and the signed agreement is needed for award of the project. If the City does not complete the agreement with the railroad, the project will be delayed which will jeopardize the Competitive Freight Grant funding for the project.

FINANCIAL IMPACT: The agreement will make the City responsible for the cost of the engineering and construction for the grade crossings. The cost of the engineering will be incorporated into the Hanson Professional Services, Inc. engineering agreement for the roadway in which the City received Competitive Freight Funding for 80% of the cost. Once the design is complete the City will have a better estimate for the cost of construction for the replacement of the railroad grade crossing. The City will seek to have the cost of the railroad replacement incorporated in the low interest loan for the CSO Phase 3 project.

NEIGHBORHOOD CONCERNS: This agreement is needed for the construction of CSO Phase 3 project which will help reduce the amount of overflows into the Illinois River. This agreement is also needed for the reconstruction of Front Street which will allow for better access and safety to the industries located on it.

IMPACT IF APPROVED: The agreement will be approved and the Front Street and the CSO Phase 3 project will proceed.

IMPACT IF DENIED: The agreement will not be approved and the Front Street and the CSO project will be delayed jeopardizing the funding the City received.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

REQUIRED SIGNATURES**Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

9/4/2019

Date:

**Revised Agreement for Construction and Maintenance with Tazewell and Peoria
Railroad for Front Street Grade Crossings**

MAYOR

ATTEST:

CITY CLERK

Tazewell & Peoria Railroad, Inc.
CONSTRUCTION AND MAINTENANCE AGREEMENT

SOUTHERN SUBDIVISION MILEPOST 1.43
CITY OF PEKIN, COUNTY OF TAZEWEILL, STATE OF ILLINOIS

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2019, by and between **City of Pekin**, hereinafter called "**Agency**", and **Tazewell & Peoria Railroad, Inc.**, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, in the interest of combined sewer overflow long term control, the **Agency** is willing to undertake the entire expense for the at-grade crossing surface replacement, and other ancillary track construction, at the **Front Street At-Grade Crossing of Railway at Milepost 1.43 (DOT# (862845X) (** (hereafter called "**Project**") located in the City of Pekin, State of Illinois; and

WHEREAS, **Railway** is willing to coordinate and cooperate with the **Agency** to permit construction of the **Project** upon the terms and conditions herein stated and not otherwise; and

WHEREAS, the **Agency** is willing to undertake 100% of the expense associated with construction of the project, including but not limited to crossing surface replacement and track-related construction, installation of any necessary traffic detour, and ongoing maintenance for the **Project** as set forth herein; and

WHEREAS, all construction of said **Project**, including but not limited to crossing surface replacement and track-related construction, shall be completed by the **Agency** or its contractor; and

WHEREAS, attached hereto and hereby made a part hereof as **Exhibit A** is a Project Print showing the type, size, and location of the **Project**; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Agency** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **AGENCY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Project Plans & Specifications

Except as otherwise herein provided, furnish all plans and engineering necessary for construction of the **Project**, including the at-grade crossing replacement.

2. Roadway and Track Construction

Take all necessary, reasonable steps - including funding - for any ancillary track construction associated with the Project and construction of the adjacent roadway to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, City utilities, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs, which are not included in the Project Print attached as **Exhibit A**.

3. Utility Construction

Bear responsibility for the reconstruction, if applicable, of the existing utility lines over the track, or under, which are a direct result of the **Project**. All overhead utility crossings that stay above the tracks will be raised in accordance with **Railway** requirements and specifications. **Agency** shall be responsible to properly permit and obtain **Railway** written approval of all utility crossings.

4. Schedule & Notification

Provide project construction schedule and notify **Railway** thirty days (30) days prior to date **Railway** is to provide flagging services.

The **Agency** will begin construction of the roadway elements of the **Project** after this Agreement is fully executed, and the **Railway** has been notified thirty days (30) in advance with a construction schedule,

Then, the **Agency** will replace the at-grade crossing surface,

Lastly, the **Agency** will mill and replace the surface course of the roadway pavement up to the new at-grade crossing surface.

The entire track and roadway construction at the Crossing is mutually desired to be complete by the end of 2020.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **RAILWAY** OR ITS CONTRACTOR AT **AGENCY** EXPENSE.

1. Construction Engineering and Engineering Inspection

Perform engineering services including submittal reviews, project coordination, and construction inspection, including field and office work and preparation of invoices for the **Project**.

2. Flagging

The **Railway** will schedule and perform flagging and furnish requested services and devices during construction operations of the **Agency** or its contractor, as deemed necessary by the **Railway**.

C. COSTS AND PAYMENTS.

The **Agency** hereby agrees to undertake all cost associated with the project, and shall pay the **Railway** 100% of cost associated with its responsibilities for the Project, as set forth under Section I(B) above. The **Railway** will provide a final invoice ninety (90) days after the end of **Project** construction/installation, but no later than one (1) year after completion. The **Agency** will have up to sixty (60) days to pay **Project** invoices. The **Railway** may bill the **Agency** monthly or periodically for its force account when costs exceed \$1,000.

II. Construction Plans and Specifications

The **Agency** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Agency** or its contractors and submitted to **Railway** for approval of those sections that are applicable to **Railway's** right-of-way, facility, or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of **notices to proceed given by the Railway** or authorized representative to the **Agency** or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection, Safety and Flagging

All work herein provided for, to be done by the **Agency** or its contractors on the **Railway's** right-of-way, to be performed by the **Agency** or its contractors shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Agency** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way. The **Agency** or **Agency's** contractor shall reimburse the **Railway** for all actual non-**Project** costs related to flagging per *Section I.B.2.* in this Agreement. The **Railway** will submit bills for flagging and other protective services and devices during the progress of the work contemplated by this Agreement.

Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this Agreement, including, without limitation, those set forth in **Exhibit B** attached hereto and by this reference incorporated herein; the **Agency**, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The Agency shall insure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit B**, hereto attached, covering their work on **Railway's** property covering this project.

V. Compliance with United States Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this Agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VI. Signatory Warranty

Each signatory to this Agreement certifies that he has the authority to enter into this Agreement on behalf of his respective organization.

VII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the later of the 18 months from the date hereof or completion of the construction of the Project as determined by the **Railway**. The **Agency's** obligations under Section X herein shall survive termination of this Agreement provided such obligations arise prior to termination.

Upon completion of the at-grade crossing, the **Agency**, at the **Agency's** expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Upon completion of the at-grade crossing, the **Railway**, at the **Railway's** expense, will be responsible for the maintenance of the (i) crossing surface, trackbed and rail components, plus the highway roadbed, for the width of the rail ties within the crossing area; and (ii) crossing warning devices, equipment and all associated components of the **Railway** warning system.

VIII. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

IX. Construction

The **Agency** shall complete all construction within 18 months from the date of this Agreement. If construction has not commenced within one (1) year from the date hereof, this Agreement becomes null and void. If construction has commenced and is not complete, the **Agency** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this Agreement or supplemental agreements are required prior to the completion of construction.

X. Indemnity

TO THE FULL EXTENT PERMITTED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES.

IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

XI. General Provisions

SOLE BENEFIT. This Agreement is intended for the sole benefit of the parties hereto. Nothing in this Agreement is intended or may be construed to give any person, firm, corporation, or other entity, other than the parties hereto and their respective officers, agents, employees, parent corporation, subsidiaries, affiliates, successors, and permitted assigns, any right or benefit pursuant to any provision or term of this Agreement, and all provisions and terms of this Agreement are and will be for the sole and exclusive benefit of the parties to this Agreement.

WAIVER. Any waiver at any time by one Party of a breach hereof by the other Party will extend only to the particular breach so waived and will not impair or affect the existence of any provision, condition, obligation, or requirement of this Agreement or the right of either party hereto thereafter to avail itself of any rights under this Agreement with respect to a subsequent breach. No provision of this Agreement shall be waived by any act or knowledge of the parties hereto, but only by a written instrument signed by the party waiving a right hereunder.

SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

MERGER. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto, written or oral.

AMENDMENT. No provision of this Agreement shall be modified without the written concurrence of the parties hereto.

HEADINGS. The headings of the Sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

CONSTRUCTION OF TERMS. The terms of this Agreement have been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms not be construed against any of the Parties by reason of the fact that it was prepared by one of the Parties.

GOVERNING LAW. This Agreement will be construed in accordance with the laws of the state where the work is performed.

COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which may be deemed an original for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

City of Pekin

Authorized Representative Signature

Authorized Representative (print) / Title

WITNESS:

Tazewell & Peoria Railroad, Inc. (TZPR)

Authorized Representative Signature

Authorized Representative (print) / Title

Exhibit A
Proposed At-Grade Crossing Replacement

Exhibit B

Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and **Tazewell & Peoria Railroad, Inc.** covering work to be performed upon or adjacent to its property Milepost 1.43 quoted herein below for convenience:

TO THE FULL EXTENT PERMITTED BY LAW, AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT, EXCEPT TO THE EXTENT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

Notwithstanding the foregoing, the parties agree that the following coverage's are material requirements of this Contract and such coverage's shall not be limited by the Agency inability to indemnify and hold harmless the Railway under Illinois state laws and regulations.

(a) The Agency shall, at its own cost and expense, prior to entry onto the property of Railway (the "Property") or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Agency shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Agency under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railway and its affiliates** and shall name the **Railway and its affiliates as Additional Insured**. An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section, but must "follow form" and afford no less coverage than the primary policy.

(ii) The Agency shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railway and its affiliates** and shall name the **Railway and its affiliates as Additional Insured**.

(iii) The Agency shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars (\$1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railway and its affiliates.**

(iv) **Prior to construction within 50' of the railroad tracks,** the Agency shall purchase Railroad Protective Liability Insurance naming the Railway as the named insured with limits of Two Million Dollars (\$2,000,000) each occurrence and Six Million Dollars (\$6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, obtain such coverage from the Railway.

(b) The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VII" or better. The Railway reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be **primary and non-contributory to any insurance coverages maintained by the Railway and its affiliates.**

(iii) All insurance policies shall be endorsed to provide the Railway with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Agency shall provide the Railway with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference this Contractor Right of Entry License Agreement by agreement date and description and shall be furnished to the Railway at the following address, or to such other address as the Railway may hereafter specify:

Tazewell & Peoria Railroad, Inc.
Attn: Chris Frank
301 Wesley Rd.
Creve Coeur, Illinois
61610

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work;
- (2) The Agency shall maintain such policies on a continuous basis;
- (3) If there is a change in insurer or policies are canceled or not renewed, the Agency shall purchase an extended reporting period of not less than three (3) years after the contract completion date; and
- (4) Agency shall arrange for adequate time for reporting of any loss under this Agreement.

(c) The Railway may require the Agency to purchase additional insurance if the Railway reasonably determines that the amount of insurance then being maintained by the Agency is insufficient in light of all relevant factors. If the Agency is required to purchase additional insurance, the Railway will notify the Agency. Failure of the Agency to comply within thirty (30) days shall be considered a default subject to termination of the Agreement.

(d) Furnishing of insurance by the Agency shall not limit the Agency's liability under this Agreement, but shall be additional security therefore.

(e) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

(f) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Agency's sole risk.

(g) If contractors are utilized, the Agency agrees to require all such contractors to comply with the insurance requirements of this Exhibit B.

Agency shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until **Agency** has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises.



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors:

AGENDA ITEM: Local Public Agency Agreement for Federal Participation for Front Street Project

ACTION REQUESTED: To approve the Agreement.

DESCRIPTION: This agreement is required by the Illinois Department of Transportation (IDOT) for the funds that the City received for the Front Street Project. The agreement outlines the responsibilities of the City to receive the funding for the project. Overall the City is receiving \$4,664,000 in federal competitive freight funding, \$117,000 in Truck Access funding, and \$1,167,000 in Economic Development Program funding for a total of \$5,948,000 in funding for the Project. The City is responsible for any additional cost for this project. The final estimate for the project for bid was \$6,400,000 after taking into account all design requirements from the review agencies and increase in construction cost that have occurred recently. Therefore based on the current estimate the City will be responsible for the balance of project of \$452,000. The final amount the City is responsible for will be based on the bids and final cost of construction for the project.

FINANCIAL IMPACT: This agreement will allow the City to receive the following:

Competitive Freight Funding - \$4,664,000.00

Truck Access Route Program - \$117,000.00

Economic Development Program - \$1,167,000.00

Total Funding for the Project the City Received - \$5,948,000

Estimated cost of construction - \$6,400,000.00

Balance to be paid by the City - \$452,000.00

The City will be responsible for the balance of the project which is estimated at \$452,000.00. The State will administer the construction contract so the City will have to reimburse the State for the balance of the cost of the project. State Motor Fuel Tax reserves are planned to be used to fund the City's share of the construction. This cost will have to be accounted for in future budgets as it is anticipated to take almost two years for construction to be completed.

NEIGHBORHOOD CONCERNS: Front Street is in need of repair and increased storm water drainage. This project will allow for better access along Front Street with two way traffic and increased width to make passing traffic safely

IMPACT IF APPROVED: The funding agreement will be approved allowing the State the award the project after receiving bids on September 20th, 2019.

IMPACT IF DENIED: The agreement will not be signed and the City will not receive the

funding for the project. Additionally the City will possibly have to reimburse the State the money the City received for engineering. This would jeopardize the City from receiving future funding from the State for roadway projects.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check √ no more than 2 boxes.]

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/4/2019

Date:

**Local Public Agency Agreement for Federal Participation with Illinois Department
of Transportation for Front Street Project**

WHEREAS, the City of Pekin was awarded Competitive Freight Program Funding for improvements to Front Street in June of 2018; and

WHEREAS, the City the Competitive Freight Program funding will provide for 80% of the estimated total project cost including design engineering; and

WHEREAS, the City of Pekin was awarded Truck Access Route Program Funding for improvements to Front Street in June of 2019; and

WHEREAS, the City of Pekin was awarded Economic Development Program Funding for improvements to Front Street in May of 2019; and

WHEREAS, the Local Public Agency Agreement is required for the City to receive these funds for the project; and

WHEREAS, the Local Public Agency Agreement provides the provisions for the City to be responsible for the balance of the cost of construction for the project; and

WHEREAS, the City of Pekin is planning on allocating Motor Fuel Tax Funds to fund any balance remaining on the project; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City Council has approved the Local Public Agency Agreement and allow staff to execute any necessary documentation to complete the agreement.

MAYOR

ATTEST:

CITY CLERK



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Pekin		Tazewell	18-00188-00-RP
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
NHFP / TARP / EDP		PPUATS	PEK-20-01

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-001-19	OCCX(200)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Distillery Road	MS 4115	0.26 Mi	From	To
			00.00	00.26

Location Termini
Front Street to IL 29 (Koch Street)

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Pekin	N/A	

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Front Street	MS 3005	1.02	From	To
			00.00	01.02

Location Termini
Fayette Street (IL 29) to Distillery Road

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Pekin	N/A	

PROJECT DESCRIPTION

Reconstruction of roadway along Distillery Road and Front Street. Work includes 10.5" PCC pavement, curb and gutter, storm sewer system, sidewalk, retaining walls, fencing and other incidental items as shown in the plans.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Appropriation Resolution
-	4.	NHFP Approval Letter
-	5.	TARP Approval Letter
-	6.	EDP Approval Letter
-	7.	EDP Documents

Add Row

- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local, or other) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
 16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
 17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mark Luft

Title of Official

City of Pekin Mayor

Signature

Date

The above signature certifies the agency's Tin number is

060-85-9394 conducting business as a Governmental Entity.

Duns Number 37-6002169

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Chief Fiscal Officer (CFO)

Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Attachment: Local Agency Agreement for Front Street (1854 : Local Public Agency Agreement for Federal Participation for Front Street Project)

ADDENDA NUMBER 2

Local Public Agency	County		Section Number
City of Pekin	Tazewell		18-00188-00-RP
Construction	Engineering	Right of Way	
Job Number	Job Number	Job Number	Project Number
C-94-001-19	0CCX(200)		

DIVISION OF COST

		Federal Funds			State Funds			Local Public Agency		
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
- Participating Construction	NHFP	\$4,664,000.00	*	TARP	\$117,000.00	**	Local Funds	\$452,000.00	Bal	\$5,233,000.00
- Participating Construction				EDP	\$1,167,000.00	***			Bal	\$1,167,000.00
-										
Total		\$4,664,000.00		Total	\$1,284,000.00		Total	\$452,000.00		\$6,400,000.00
Add										

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 80% NHFP funds NTE \$4,664,000 to be used first.

** Lump Sum TARP funds NTE \$117,000 to be used second as match to the federal funds.

***EDP funds NTE \$1,167,000 or 50% of the construction cost, whichever is lesser to be used third as match to the federal funds.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	Insert the name of the Metropolitan Planning Organization (MPO) in which the LPA is located if applicable. If not applicable, select "N/A".
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Day Labor	Check this box if the project will be constructed using day labor.
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.
Right-of-Way	Check this box if Right-Of-Way is part of the project.
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Engineering	
Job Number	Insert the job number assigned for the engineering portion of this project.
Project Number	Insert the project number assigned to the engineering portion of this project.
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.

Location

Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.

Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Instructions for BLR 05310 - Page 2 of 3

Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:**Addenda**

Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.

- | | |
|--|---|
| 1. Location Map | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document). |
| 3. LPA Appropriation Resolution | For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation. |
| 4. IDOT Fiscal Approval Signature Page | |

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

- | | |
|---------------------|---|
| 1. Location Map | Attach a location map to this agreement showing all locations being improved by this project. |
| 2. Division of Cost | Insert the division of cost page (see separate instructions for completing this document) |

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

- | | |
|---------------------------------|--|
| Local Public Agency | The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT officials shall sign and date here. |

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000
Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Instructions for BLR 05310 - Page 3 of 3

Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file
Bureau of Local Roads Central Office (2)

INDEX OF SHEETS

1. COVER
2. GENERAL NOTES
3. EXISTING CONDITIONS AND LEGEND
4. SUMMARY OF QUANTITIES
5. TYPICAL SECTIONS
- 6-14. SCHEDULE OF QUANTITIES
- 15-18. ALIGNMENT, BENCHMARKS, AND TIES SHEETS
- 19-21. REMOVAL PLANS
- 22-31. PLAN AND PROFILE
- 32-45. STAGE CONSTRUCTION / TRAFFIC CONTROL PLANS
- 46-59. DRAINAGE PLANS
- 60-69. EROSION CONTROL PLANS
- 70-85. EROSION CONTROL PLANS
- 86-95. EROSION CONTROL PLANS
- 96-105. EROSION CONTROL PLANS
- 106-115. EROSION CONTROL PLANS
- 116-125. EROSION CONTROL PLANS
- 126-135. EROSION CONTROL PLANS
- 136-145. EROSION CONTROL PLANS
- 146-155. EROSION CONTROL PLANS
- 156-165. EROSION CONTROL PLANS
- 166-175. EROSION CONTROL PLANS
- 176-185. EROSION CONTROL PLANS
- 186-195. EROSION CONTROL PLANS
- 196-205. EROSION CONTROL PLANS
- 206-215. EROSION CONTROL PLANS
- 216-225. EROSION CONTROL PLANS
- 226-235. EROSION CONTROL PLANS
- 236-245. EROSION CONTROL PLANS
- 246-255. EROSION CONTROL PLANS
- 256-265. EROSION CONTROL PLANS
- 266-275. EROSION CONTROL PLANS
- 276-285. EROSION CONTROL PLANS
- 286-295. EROSION CONTROL PLANS
- 296-305. EROSION CONTROL PLANS
- 306-315. EROSION CONTROL PLANS
- 316-325. EROSION CONTROL PLANS
- 326-335. EROSION CONTROL PLANS
- 336-345. EROSION CONTROL PLANS
- 346-355. EROSION CONTROL PLANS
- 356-365. EROSION CONTROL PLANS
- 366-375. EROSION CONTROL PLANS
- 376-385. EROSION CONTROL PLANS
- 386-395. EROSION CONTROL PLANS
- 396-405. EROSION CONTROL PLANS
- 406-415. EROSION CONTROL PLANS
- 416-425. EROSION CONTROL PLANS
- 426-435. EROSION CONTROL PLANS
- 436-445. EROSION CONTROL PLANS
- 446-455. EROSION CONTROL PLANS
- 456-465. EROSION CONTROL PLANS
- 466-475. EROSION CONTROL PLANS
- 476-485. EROSION CONTROL PLANS
- 486-495. EROSION CONTROL PLANS
- 496-505. EROSION CONTROL PLANS
- 506-515. EROSION CONTROL PLANS
- 516-525. EROSION CONTROL PLANS
- 526-535. EROSION CONTROL PLANS
- 536-545. EROSION CONTROL PLANS
- 546-555. EROSION CONTROL PLANS
- 556-565. EROSION CONTROL PLANS
- 566-575. EROSION CONTROL PLANS
- 576-585. EROSION CONTROL PLANS
- 586-595. EROSION CONTROL PLANS
- 596-605. EROSION CONTROL PLANS
- 606-615. EROSION CONTROL PLANS
- 616-625. EROSION CONTROL PLANS
- 626-635. EROSION CONTROL PLANS
- 636-645. EROSION CONTROL PLANS
- 646-655. EROSION CONTROL PLANS
- 656-665. EROSION CONTROL PLANS
- 666-675. EROSION CONTROL PLANS
- 676-685. EROSION CONTROL PLANS
- 686-695. EROSION CONTROL PLANS
- 696-705. EROSION CONTROL PLANS
- 706-715. EROSION CONTROL PLANS
- 716-725. EROSION CONTROL PLANS
- 726-735. EROSION CONTROL PLANS
- 736-745. EROSION CONTROL PLANS
- 746-755. EROSION CONTROL PLANS
- 756-765. EROSION CONTROL PLANS
- 766-775. EROSION CONTROL PLANS
- 776-785. EROSION CONTROL PLANS
- 786-795. EROSION CONTROL PLANS
- 796-805. EROSION CONTROL PLANS
- 806-815. EROSION CONTROL PLANS
- 816-825. EROSION CONTROL PLANS
- 826-835. EROSION CONTROL PLANS
- 836-845. EROSION CONTROL PLANS
- 846-855. EROSION CONTROL PLANS
- 856-865. EROSION CONTROL PLANS
- 866-875. EROSION CONTROL PLANS
- 876-885. EROSION CONTROL PLANS
- 886-895. EROSION CONTROL PLANS
- 896-905. EROSION CONTROL PLANS
- 906-915. EROSION CONTROL PLANS
- 916-925. EROSION CONTROL PLANS
- 926-935. EROSION CONTROL PLANS
- 936-945. EROSION CONTROL PLANS
- 946-955. EROSION CONTROL PLANS
- 956-965. EROSION CONTROL PLANS
- 966-975. EROSION CONTROL PLANS
- 976-985. EROSION CONTROL PLANS
- 986-995. EROSION CONTROL PLANS
- 996-1005. EROSION CONTROL PLANS

HIGHWAY STANDARDS

(SEE SHEET NO. 3)

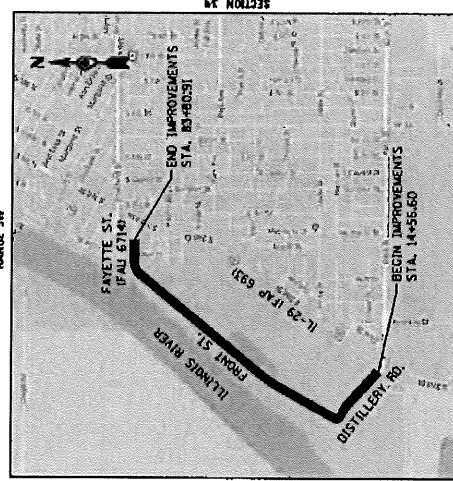
PROJECT ENGINEER: BRYCE BECKSTROM, P.E.
PROJECT MANAGER: CINDY LOOS, P.E.

UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-822-9123
ON R11

ALL SIZE PLANS HAVE BEEN PREPARED USING STANDARD
ENGINEERING SCALES. DIMENSIONS SHOWN WILL NOT
CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS
ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

CONTRACT NO. 89749
CAT NO. 035059-00

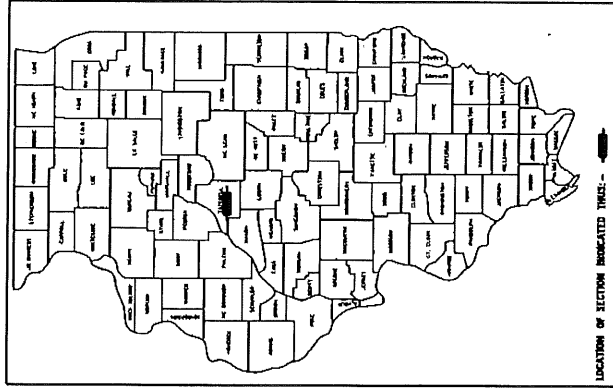
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS PLANS FOR PROPOSED FRONT STREET REHABILITATION COMPETITIVE FREIGHT PROGRAM - NHFP FUNDS TRUCK ACCESS ROUTE PROGRAM - TARP FUNDS ECONOMIC DEVELOPMENT PROGRAM - EDP FUNDS FRONT STREET / DISTILLERY ROAD SECTION 18-00188-00-RP PROJECT OCCX(200) CITY OF PEKIN TAZEWELL COUNTY C-94-001-19 RANGE SW



NOT TO SCALE
GROSS LENGTH = 6924.31 FT. = 1.311 MILE
NET LENGTH = 6924.31 FT. = 1.311 MILE

FRONT ST. / DISTILLERY RD.
ADT (2014) = 3,000 ADT (2040) = 3,000 SUPT.002, MAP23.02
HIGHWAY CLASS. II
DESIGN SPEED 30 MPH
DESIGN SPEED LIMIT 30 MPH
DESIGN POLICY: BLR MANUAL

SECTION	COUNTY	TOWNSHIP	RANGE	SECTION
18-00188-00-RP	TAZEWELL	19	SW	1
BLANKS	BLANKS	BLANKS	BLANKS	BLANKS



LOCATION OF SECTION INDICATED THERE -

PRELIMINARY
NOT FOR CONSTRUCTION

PRINTED BY THE AUTHORITY OF THE
STATE OF ILLINOIS

APPROVED _____
CITY ENGINEER

PASSED _____
DISTRICT FOUR ENGINEER OF
LOCAL AIDUS & STREETS

Relinquishing for
BLR Manual on
Unaltered Highway _____
79

RECORD THREE ENGINEER
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION



DATE ISSUED _____
LIC. EXP. DATE 11/2021

DATE: 6/20/2019
HANSON
Hanson Professional Services Inc.
7405 N. Lincoln Ave., Suite 200
Peoria, Illinois 61614
Office: 309.691.1111

**PLACE HOLDER FOR ADDENDUM #2
APPROPRIATIONS RESOLUTION**



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-5597

Michael Guerra
City Engineer
City of Pekin
111 S. Capitol Street
Pekin, IL 61554

C-94-001-19

Sec 18-00188-00-RP

RE: Illinois Competitive Freight Program - City of Pekin Front Street

Dear Mr. Guerra:

The Illinois Department of Transportation (IDOT) is pleased to inform you that your project has been selected for Illinois Competitive Freight funding for the City of Pekin Front Street Project. The Department received a total of 46 project applications requesting over \$590 million. For a full list of successful applicants, please visit the Freight Program [website](#).

The Illinois Competitive Freight Program commitment for this project will not exceed the following amounts:

Federal Fiscal Year	Phase	Federal Amount
2018	Phase II	469,000
2019	Construction	4,664,000

Illinois Competitive Freight Program award recipients are expected to begin activity on their project immediately. The sponsor agency must submit a delivery schedule with expenditure related milestones within 90 days of this notice of award. This schedule constitutes an agreement between the applicant and IDOT and must be approved prior to the obligation of freight formula funds. If an applicant identifies a delay that will prevent them from meeting a milestone within their approved delivery schedule they must submit a written request to amend the schedule.

Local applicants will also be required to execute a project agreement and obtain Federal Authorization within the federal fiscal year of programming. You must also report on your project status on a semi-annual basis (October 1 – September 30). The report will include information on the activities and progress made toward implementation of the project including performance meeting the expenditure delivery schedule. The purpose of the report is to ensure that the project achieves the objectives of the program, is executed in a timely fashion, and is within the scope and budget identified when the decision was made to fund the project.

Schedules, reports and other correspondence should be directed to the IDOT Bureau of Planning (DOT.IL.FreightPlanning@illinois.gov). Please refer to the Illinois Competitive Freight Program [Guidance](#) for additional program management and reporting requirements.

Please contact Mr. Tony Sassine, District Four Local Roads and Streets Engineer, by telephone at (309)671-3690 immediately to schedule a project initiation meeting and to discuss program requirements and preparation of any agreements and/or contracts. Projects within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP).

Questions regarding the program may be directed to Ms. Holly Ostdick in the Bureau of Planning at (217) 557-4145.

Congratulations on your successful application.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Blankenhorn", written in a cursive style.

Randall S. Blankenhorn
Secretary



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 5, 2019

Mr. Mark Luft
Pekin City Mayor
111 South Capitol Street
Pekin, Illinois 61554

*Sec 18-08188-00-RP
Proj. # 0 CCX (200)
C-94-001-19
City of Pekin*

Dear Mr. Luft,

The Illinois Department of Transportation is pleased to inform you that your project has been selected for state fiscal year 2020 Truck Access Route Program (TARP) funding. The project includes improvements to Front Street between the intersection of Fayette Road and Illinois Route 29 and the intersection of Distillery Road and Illinois Route 29. Congratulations on your successful application.

The state commitment for this project will not exceed \$117,000. The TARP funding will be available after July 1, 2019 provided the Illinois General Assembly appropriates the necessary funding for fiscal year 2020. Every effort should be made to obligate these funds during state fiscal year 2020 which ends June 30, 2020.

One of the requirements for selection of TARP funding includes designating the route as a Class II or Class III designated truck route, along with proper signage, upon completion of the work. Please ensure this action is completed and documented with the Department.

Please contact Mr. Tony Sassine, District 4 Local Roads Engineer by telephone at (309) 671-3690 to discuss program requirements and preparation of any agreements and / or contracts. Projects located within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP). Questions regarding the TARP may be directed to Mr. Stephane B. Seck-Birhame in the Central Bureau of Local Roads and Streets by telephone at (217) 782-3972.

An Award ID, 20-0958-0005, was established to comply with the Grant Accountability and Transparency Act 30 ILCS 708. All TARP grant recipients must be registered with the State of Illinois to comply with GATA. Full GATA compliance is required, including the completion of all pre-award GATA paperwork. You may send inquiries to the Central Bureau of Local Roads and Streets or to DOT.GATA@illinois.gov for further assistance.

Sincerely,

Stephane B. Seck-Birhame, P.E., PTOE
Local Program Development Engineer
cc: Tony Sassine, IDOT – District 4 Local Roads Engineer
File

Attachment: Local Agency Agreement for Front Street (1854 : Local Public Agency Agreement for Federal Participation for Front Street Project)



Illinois Department of Transportation

Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-6149

May 3, 2019

C-94-001-19

Sec 18-00188-00-RP

Honorable John McCabe
Mayor
111 South Capitol Street
Pekin, Illinois 61554

Dear Mayor McCabe:

Thank you for your application requesting Economic Development Program (EDP) funding to improve Fayette Street, Front Street and Distillery Road in Pekin, Illinois. Pacific Ethanol Pekin, LLC is a manufacturing establishment agreeing to retain 184 full-time employment positions. This will help maintain a strong economic employment base for Pekin, Illinois and Tazewell County.

We are pleased to inform you that the Illinois Department of Transportation (IDOT) will provide 50 percent of EDP funding for improving Fayette Street, Front Street and Distillery Road for a total amount of \$1,167,000. The funding for this EDP grant shall not exceed \$1,167,000. Pekin's matching funds are \$4,664,000. Funding includes eligible roadway engineering, contingencies and construction costs. Enclosed is an EDP project summary which provides a detailed description of this commitment and the employee reporting responsibilities.

Please contact Tony Sassine, IDOT's District Four, Local Roads and Streets Engineer, by telephone at (309) 671-3690 to formulate a state/local joint agreement. Please note that the joint agreement must be fully executed prior to advertisement of this project for engineering or construction. Failure to do so may jeopardize IDOT's ability to reimburse the City of Pekin for eligible expenses. It is also the responsibility of the City of Pekin to notify the IDOT of any changes in the status of this company. If the company fails to expand at this site, IDOT should be notified by the city immediately.

If you have any questions or need additional information, please contact Ms. Tracinda Sisk, Bureau Chief of Programming, located at 2300 South Dirksen Parkway, Springfield, Illinois 62764, by telephone at (217) 782-2755.

SOS 5/13/19

Omer M. Osman, P.E.
Acting Secretary

Enclosure

bcc: Acting Secretary Osman
Kensil Garnett
Tony Sassine
Traci Sisk
Mary Eberlin
Todd Smith

S:\WPDOCS\PD Section\EDP\2019 EDP Notification Letters\71605 Pekin, IL, Honorable John McCabe, 5-3-19.docx



**Illinois Department
of Transportation**

**Economic Development Program
Employment Reporting - Initial Application**

Date of Application 1/10/2019

Application Tracking Number
(Assigned by IDOT)

COMPANY INFORMATION

Name of Company Pacific Ethanol Pekin, LLC.

Chief Officer or Authorized Designee Todd Benton

Title Site Manager Pekin

Address 1300 South Second Street
Pekin, Illinois 61554

Phone Number 309-347-9282

E-mail Address
(required) Tbenton@pacificethanol.com

FEIN Number 47-4511689

Standard Industrial Classification Number
(SIC #) 2869

North American Industry Classification
System (NAICS) 325193

Project Site Pekin Illinois 61554
(City and Zip Code where employees,
new or retained, are to be located.)

SPONSOR INFORMATION

Sponsor (Unit of Government) City of Pekin

Contact Person Michael Guerra

Title City Engineer

Address 111 S. Capitol St.
Pekin, IL 61554

Phone Number (309) 478-5348

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

Number of Employees at the Time of Application

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
Rate 1	\$19.47	2	2		
Rate 3	\$25.54	22	22		
Rate 4	\$26.25	8	8		
Rate 5	\$26.93	67	67		
Rate 7	\$28.34	34	34		
Rate 8	\$29.77	9	9		
Pretech	\$23.20	2	2		
Distillary Warehouse Tech	\$28.05	7	7		
Speciality Tech	\$29.36	13	13		
Distillary Technician	\$28.31	20	20		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		184	184	0	0

Number of Employees Agreed to be Created as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		0	0	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Number of Employees Agreed to be Retained as the Result of Assistance

Job Classification	Hourly Wage Scales and/or Annual Salaries by Classification	Total Number of Positions	Permanent Full-Time	Part- Time	Temporary
Rate 1	\$19.47	2	2		
Rate 3	\$25.54	22	22		
Rate 4	\$26.25	8	8		
Rate 5	\$26.93	67	67		
Rate 7	\$28.34	34	34		
Rate 8	\$29.77	9	9		
Pre-tech	\$23.20	2	2		
Distillery Warehouse Tech	\$28.05	7	7		
Specialty Tech	\$29.36	13	13		
Distillery Tech	\$28.31	20	20		
	\$				
	\$				
	\$				
	\$				
	\$				
	\$				
TOTAL:		184	184	0	0

Note: The employee information should be for the specific site for which IDOT assistance was received.

Amount of Economic Development Program
Funds committed to this project from IDOT

\$ 1167000

Starting Date of Assistance
(Execution date of Local Intergovernmental Agreement)

I, _____ As the Chief Officer (or authorized designee of the recipient) verify that the information in the progress report contains no knowing misrepresentation of material facts upon which eligibility for development assistance is based. I further certify that, to the best of my knowledge, the recipient is in compliance with the development assistance agreement(s) between, or behalf of, the recipient and the Illinois Department of Transportation.


Signature

1/2/19
Date

Site Manager - Pacific Ethanol - Pekin
Title

Granting Body of Economic Development Program Funds: Illinois Department of Transportation
Director of Office of Planning and Programming
2300 South Dirksen Parkway
Springfield, Illinois 62764

Please mail form to: Illinois Department of Transportation
Bureau of Programming
Office of Planning and Programming, Rm. 307
2300 South Dirksen Parkway
Springfield, Illinois 62764
Attn: Economic Development Program
Phone (217) 782-0378

EDP PROJECT SUMMARY

Location: Tazewell County, City of Pekin, IL

Companies: Pacific Ethanol Pekin, LLC

Project Sponsor: City of Pekin, IL

State Funding

The Illinois Department of Transportation (DEPARTMENT) will provide funding for eligible roadway-related items for improvements to serve the above-mentioned companies. Funding will include preliminary engineering, construction, construction engineering and contingencies in an amount up to but not exceeding \$1,167,000 from the Economic Development Program (EDP).

These improvements must be constructed to State Motor Fuel Tax standards. All necessary land acquisition or building demolition to improve this roadway will be the responsibility of the City of Pekin. All EDP commitments are capped. For this project, the State EDP funding cap is \$1,167,000.

Public Act 93-552

The department is required to comply with Public Act 93-552, the Corporate Accountability for Tax Expenditures Act. The act requires any recipient businesses which are the intended beneficiary of EDP assistance; must submit an initial report stating that business commitments to specific employment levels and to subsequently report the progress of the development and specified employment commitments for the project on an annual basis.

The company will be required to fill out an annual Reporting Form for five full calendar years after the execution date of the local intergovernmental agreement. All annual progress reports will be completed on-line through the Department of Commerce and Economic Opportunity. For the EDP, the City of Pekin is advised to enter into an agreement with Pacific Ethanol Pekin, LLC to ensure that these reporting requirements are fulfilled to their commitments of 184 retained full-time employment positions.

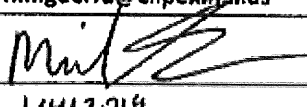
EDP Payback Provision

The commitment of EDP funds is contingent upon the fulfillment of the commitments to business investments and job creation/retention represented to the DEPARTMENT by the City of Pekin, IL and the recipient business. Any substantial modifications to these commitments, change in location of this facility or the failure of the business to make firm commitment to this site will cause the DEPARTMENT's commitment to be reevaluated.

The employment levels committed by Pacific Ethanol Pekin, LLC must be created within and retained over the five-year reporting period required by Public Act 93-552. If these commitments are not met, the DEPARTMENT will review the project funding provided to the City of Pekin. If reasonable justification for non-performance of the commitment is not provided, the city will be required to repay the EDP funding (\$1,167,000) to the DEPARTMENT in total or an appropriate pro rata sum commensurate with the circumstances of the situation.

Applicant Completed Section		
Applicant Information		
15.	Legal Name	Name used for DUNS registration and grantee pre-qualification
16.	Common Name (DBA)	City of Pekin
17.	Employer / Taxpayer Identification Number (EIN, TIN)	37-6002169
18.	Organizational DUNS number	0302288320000
19.	SAM Cage Code	3YSP5
20.	Business Address	Street address: 111 S. Capitol St City: Pekin State: IL County: Tazewell Zip + 4: 61554-
Applicant's Organizational Unit		
21.	Department Name	City of Pekin Public Works
22.	Division Name	City of Pekin Engineering
Applicant's Name and Contact Information for Person to be Contacted for <i>Program</i> Matters Involving this Application		
23.	First Name	Michael
24.	Last Name	Guerra
25.	Suffix	
26.	Title	City Engineer
27.	Organizational Affiliation	City of Pekin
28.	Telephone Number	(309) 478-5348
29.	Fax Number	(309) 346-2095
30.	Email address	mmguerra@ci.pekin.il.us
Applicant's Name and Contact Information for Person to be Contacted for <i>Business/Administrative Office</i> Matters Involving this Application		
31.	First Name	Todd
32.	Last Name	Benton
33.	Suffix	
34.	Title	Site Manager Pekin
35.	Organizational Affiliation	Pacific Ethanol Pekin, LLC.
36.	Telephone Number	(309) 347-9282
37.	Fax Number	
38.	Email address	Tbenton@pacificethanol.com

Uniform Application for State Grant Assistance	
Agency Completed Section	
1. Type of Submission	☐ Pre-application ☒ Application ☐ Changed / Corrected Application
2. Type of Application	☒ New ☐ Continuation (i.e. multiple year grant) ☐ Revision (modification to initial application)
3. Date / Time Received by State	Completed by State Agency upon Receipt of Application
4. Name of the Awarding State Agency	Illinois Department of Transportation
5. Catalog of State Financial Assistance (CSFA) Number	494-00-0957
6. CSFA Title	Economic Development Program
Catalog of Federal Domestic Assistance (CFDA) ☒ Not applicable (No federal funding)	
7. CFDA Number	
8. CFDA Title	
9. CFDA Number	
10. CFDA Title	
Funding Opportunity Information	
11. Funding Opportunity Number	957-159
12. Funding Opportunity Title	Economic Development Program
Competition Identification ☒ Not Applicable	
13. Competition Identification Number	
14. Competition Identification Title	

Areas Affected		
39.	Areas Affected by the Project (cities, counties, state-wide)	Add Attachments (e.g., maps) City of Pekin, Tazewell County
40.	Legislative and Congressional Districts of Applicant	Congressional District IL -017 Legislative Districts: Senate 46 & 47 Representative: 87 & 91
41.	Legislative and Congressional Districts of Program / Project	Attach an additional list, if needed Congressional District IL -017 Legislative Districts Senate 46 Representative 91
Applicant's Project		
42.	Description Title of Applicant's Project	Text only for the title of the applicant's project. Front Street Improvements
43.	Proposed Project Term	Start Date: September 2019 End Date: Fall of 2020
44.	Estimated Funding (include all that apply)	☒ Amount Requested from the State: \$1,167,000 ☐ Applicant Contribution (e.g., in kind, matching): ☐ Local Contribution: ☒ Other Source of Contribution: \$4,664,000 ☐ Program Income: Total Amount \$5,831,000
Applicant Certification: By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001) (*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. If a NOFO was not required for the award, the state agency will specify required assurances and certifications as an addendum to the application. ☒ I agree		
Authorized Representative		
45.	First Name	Michael
46.	Last Name	Guerra
47.	Suffix	
48.	Title	City Engineer
49.	Telephone Number	(309) 478-5348
50.	Fax Number	(309) 346-2095
51.	Email Address	mmguerra@ci.pekin.il.us
52.	Signature of Authorized Representative	
53.	Date Signed	1/4/2019



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: Michael Guerra, City Engineer

Sponsors:

AGENDA ITEM: MFT Resolution for City responsibility for Front Street Construction

ACTION REQUESTED: To adopt Resolution No. 21-19/20.

DESCRIPTION: This resolution will allocate \$452,000 of the Motor Fuel Tax (MFT) funds we receive from the State to pay for the City's responsibility for the construction of the Front Street Improvements. The City will be responsible for the cost of improvements that exceed \$5,948,000 that it has received in grants. This resolution will allow the City to utilize MFT funds for its share. Currently the City has approximately \$2 million dollars of MFT in reserves that could be utilized for this resolution; however, this expense will be accounted for in future budgets as construction is anticipated to take nearly two years.

FINANCIAL IMPACT: The allocation of \$452,000 of MFT funds to be expended in future budgets when construction is occurring and completed. It is anticipated that no funds will be expended this fiscal year.

NEIGHBORHOOD CONCERNS: The improvement to City Streets that are in need of repair.

IMPACT IF APPROVED: Motor Fuel Tax funds will be utilized to pay for the City's responsibility for the construction of the Front Street Improvements.

IMPACT IF DENIED: Motor Fuel Tax funds will not be utilized to pay for the City's responsibility for the construction of the Front Street Improvements.

ALTERNATIVES: Utilize other City funds such as the general fund, the City's local gas fund or others.

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check ☒ no more than 2 boxes.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of

	life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
 Mark A. Rothert, City Manager 9/4/2019	
Date:	

**Motor Fuel Tax Resolution 21-19/20 Authorizing the use of \$425,000 of MFT
Funds to pay for the City's responsibility for Front Street Improvement
Construction costs**

MAYOR

ATTEST:

CITY CLERK



7.3.a

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type
 of Pekin Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
 the Illinois Highway Code. Work shall be done by Contract
Contract or Day Labor

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Distillery Road,	0.26	MS 4115	Front Street	IL 29 (Koch Street)
Front Street	1.02	MS3005	Fayette Street (IL 29)	Distillery Road

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

Reconstruction of roadway along Distillery Road and Front Street. Work includes 10.5" PCC pavement, curb and gutter, storm sewer, sidewalk, retaining walls, fencing and other incidental items as shown in the plans.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Sue McMillan City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
of Pekin in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency
statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by
Council of Pekin at a meeting held on September 09, 2016
Governing Body Type Name of Local Public Agency Date

Packet Pg. 111

Attachment: MFT Resolution 21-19.20 (1855 : MFT Resolution for City responsibility for Front Street Construction)



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: Brett Olson, Assistant Operations Supervisor

Sponsors:

AGENDA ITEM: Purchase of Recycle and Garbage Carts

ACTION REQUESTED: To adopt Resolution No. 22-19/20.

DESCRIPTION: Due to a low number of current inventory, the City is seeking City Council approval to purchase 540 garbage carts and 130 recycle carts for the Solid Waste Department.

Staff is recommending the purchase of carts through the utilization of a Sourcewell contract (#041217-CEI). The vendor chosen in the Sourcewell contract is Cascade Engineering that the City has utilized in the past for its carts. Sourcewell was formerly known as the National Joint Powers Alliance, a public agency that creates national cooperative contract purchasing options for units of government.

Per the City's Procurement Policy, the city is able to acquire personal property, supplies and services which have been procured through a competitive process by a consortium of governmental entities or a group purchasing organization of which the City is a member or affiliate.

Staff recommends approval. Delivery of the carts generally take 6-8 weeks.

FINANCIAL IMPACT: Requested Amount: \$29,997.60

Line Item: 223-023-52900 (Equipment)

Budget: \$25,000

Amount: \$24,997.60

Line Item: 223-026-52900 (Equipment)

Budget: \$5,000

Amount: \$5,000.00

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Ability to sell carts to be used for garbage and recycle material

IMPACT IF DENIED: Will have to rely on public to purchase carts elsewhere that meet the standards of each department.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A	
RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:	
	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager: Date:	

Resolution No. 22-19/20 Authorizing the Purchase of Recycle and Garbage Carts

MAYOR

ATTEST:

CITY CLERK



QUOTE

4950 37th Street SE, Grand Rapids, MI 49512

Date: September 3, 2019

QUOTE PREPARED FOR:	SHIP TO:
Brett Olson City of Pekin, IL 1208 Koch St Pekin, IL 61554 815-878-4009	Pekin, IL

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
96-Gallon Containers -Gray with Red lid and Pekin hotstamp on sides	540	\$44.19	\$23,862.60
64-Gallon Containers -Gray with Red lid and Pekin hotstamp on sides	130	\$39.50	\$5,135.00
Subtotal			\$28,997.60
Freight	1	\$1,000.00	\$1,000.00
Sales Tax (if applicable)	TBD		\$0.00
Total			\$29,997.60

ADDITIONAL INFORMATION

Freight Info: 2 truckloads: 1 FTL @ \$825 and 1 LTL @ \$175

Wheel Size: 10"

Leadtime: 6 weeks

Payment Terms: NET45

Warranty: 10 year non-prorated

Quote Valid Until: 11/1/19

Taxes: All applicable taxes to be paid by buyer unless tax exemption certificate is provided

PRESENTED BY:

ACCEPTED BY:

Brian Miller, Regional Sales Manager
Cascade Engineering, Inc.
4950 37th Street SE
Grand Rapids, MI 49512
Phone: 616-915-1693
Fax: 616-975-4902
Email: brian.miller@cascadeng.com

Sign and Print Name

Date

Title

Phone

Please return signed acceptance to Brian Miller at the email or fax number above.

Attachment: Copy of Quote - Pekin 540 96g 130 64g REV 1 (9-04-19) (1852 : Purchase of Recycle and Garbage Carts)



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: Mark Rothert, City Manager

Sponsors:

AGENDA ITEM: Authorization to Seek Bids and Purchase New Street Maintenance Equipment

ACTION REQUESTED: Approve Authorization of the City Manager to seek bids, purchase and report to the City Council on the acquisition of a small compact loader for street maintenance operations

DESCRIPTION: A critical component to a piece of equipment utilized for our street maintenance and in-house square patching operations has failed. A compact loader, operating with high-flow hydraulics, is used to operate the City's mill machine. The hydraulics on the compact loader have failed and therefore interrupted and stopped street maintenance operations. The compact loader is nearly 20 years old and has already had extensive repairs. Any additional hydraulic repairs come without any guarantee of a long term fix. Moreover, such ongoing repairs would likely surpass the equipment's own depreciated value.

With a greater focus and need to continue road maintenance this year, and in years to follow, staff recommends the procurement of a new compact loader that can effectively handle the needs of the mill machine. The current compact loader can then be repurposed for other duties such loading/moving material or miscellaneous use of various fork attachments.

The City can utilize its affiliation with Sourcewell, via contract #032119-CAT, to procure a new piece of equipment. Sourcewell was formerly known as the National Joint Powers Alliance, a public agency that creates national cooperative contract purchasing options for units of government. Per the City's Procurement Policy, the city is able to acquire personal property, supplies and services which have been procured through a competitive process by a consortium of governmental entities or a group purchasing organization of which the City is a member or affiliate.

Because time is of the essence to get back to normal street maintenance operations, staff is recommending that the City Council approve an expedited procurement by authorizing the City Manager to:

- A) Seek out the best pricing for the equipment through Sourcewell;
- B) Make a purchase, and
- C) Report back to the City Council on such purchase.

FINANCIAL IMPACT: Estimates for a new piece of equipment could cost upwards of around \$70,000. As this is an unanticipated and unbudgeted expense, funds would come from

the City's Reserve Fund Balances.

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Road maintenance operations will continue and become more efficient.

IMPACT IF DENIED: Road maintenance operations will be delayed.

ALTERNATIVES: Lease needed equipment, but this could become costly.

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/4/2019

Mark A. Rothert

Mark A. Rothert, City Manager

9/4/2019

Date:

Authorization to Seek Bids and Purchase New Street Maintenance Equipment

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: Mark Rothert, City Manager

Sponsors:

AGENDA ITEM: Central Business District TIF Incentive Program Policy

ACTION REQUESTED: Adopt Policy No. 23-19/20.

POLICY

The City of Pekin currently has in existence two tax increment financing (TIF) districts. One is entitled the Central Business District TIF District (CBD TIF) that will expire in 2021, however funds generated in 2021 in the CBD TIF District are allowed to be used by the City until December 31, 2022.

The City of Pekin currently has two programs to fund private sector improvements out of the Central Business District TIF District. The first program is called the Downtown TIF Commercial Retail/Upper Story Housing Loan Program, which is a dollar for dollar match, up to but not exceeding \$25,000 (which must be matched by the applicant). Eligible items for funding in this program include electrical upgrades, plumbing, sprinkler systems, door and windows.

The second funding program is a Façade Revitalization Program, which provides a forgivable loan up to \$12,500 for work done to the exterior of a structure or lot. These items can include painting, tuck pointing, sealing, awnings and signage.

These programs, historically, have had limited participation by downtown business and property owners. To increase participation and flexibility to access the program, the City shall amend its downtown rehabilitation programs in the following ways:

- Application for TIF funds shall be applied for using a simplified application process.
- Final approval to fund applicants shall be made by the City Council. The Council may accept input from the City's Economic Development Advisory Committee or Pekin Main Street regarding submitted applications.
- Funding approval shall be documented through a redevelopment agreement and a forgivable loan, wherein on a case by case basis a certain percentage of a loan shall be forgiven each year based on performance metrics and/or after a certain amount of time has passed.
- Forgivable loans shall be documented through a promissory note. Security on the note shall be required and shall consist of a mortgage, personal guarantee or some other form of security acceptable by the City Council.

- Eligible items for funding shall include expenditures allowed in the Illinois TIF Act such as renovation, remodeling or rehabilitation to an existing building (including many of the items previously funded); demolition; and architectural or engineering design costs. The City shall place a priority and preference for funding façade enhancement, new signage, life safety upgrades, and building renovations that create new jobs or tax base.
- Funding through TIF shall be accomplished through a reimbursement basis. Applicants approved for funding will first have to submit proof of payment of completed work.
- The amount of TIF funding that can be requested shall be capped at \$50,000, with the applicant providing a dollar for dollar match. By way of example, if an applicant had an \$80,000 remodeling project for her business in the CBD TIF District, she would be responsible for \$40,000 of the cost and could request another \$40,000 from the City through the CBD TIF District.
- The City Council reserves the right to enter into any negotiated redevelopment or TIF funding agreement with developers or interested parties for any incentive amount.
- All funding incentives are contingent upon funding availability.

REQUIRED SIGNATURES
Finance Department (Certification of Availability of Funds): Date:
City Manager: Date:



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: Mark Rothert, City Manager

Sponsors:

AGENDA ITEM: Pekin Trophy House & Engraved Gifts - CBD TIF District Incentive Funding Request

ACTION REQUESTED: To adopt Ordinance No. 2844-19/20 a Central Business District TIF Incentive Program award to the Pekin Trophy House & Engraved Gifts 403 S. 8th Street in the amount of \$4,785.

DESCRIPTION: Mike and Jill Gambetti, owners of the Pekin Trophy House & Engraved Gifts located at 403 S. 8th Street (Central Business District TIF District), have applied under the terms of the City's TIF reinvestment programs targeted toward private businesses. Their goal is to enhance their property with HVAC and electrical upgrades/repairs, totaling \$9,570, as such updates are vital to the continuing operation of their business.

Per program rules, 50% of project costs are paid by the property owner. The Gambetti's are therefore applying for \$4,785 in TIF assistance. The applicants originally applied for assistance last fall for HVAC repairs. At the time, staff was considering to make proposed changes to the TIF incentive program and asked that the Gambetti's request be put on hold for the time being, to which they agreed. Soon thereafter however, the HVAC repairs were deemed an emergency item by the property owners to be repaired so they could operate their business. Since the Gambetti's request for assistance was originally submitted before any work was completed, staff considered their application timely and acceptable for further review.

If approved by the City Council, the Gambetti's would enter into a redevelopment agreement with the City to receive a 1 year forgivable loan whereby 100% of the loan is forgiven after a year. This forgivable rate structure essentially turns the loan into a grant at the end of the term. The loan would be documented through a promissory note and secured through a personal guarantee. The action before the City Council approves of the incentive and authorizes the Mayor to enter into the redevelopment agreement and accompanying documents.

Staff recommends approval as such upgrades and repairs represent an investment in the building stock of the CBD TIF District; shows how the TIF District can work to aide small business owners in the Downtown area; and ultimately helps improve the City's image as more business-friendly.

FINANCIAL IMPACT:

Requested Amount: \$4,785
 Line Item: 270-270-583000
 Budget: \$925,000
 Amount Available: \$0

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: City helps to improve a property in the CBD TIF District

IMPACT IF DENIED: Repair/upgrades may not get done due to cost

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/6/2019

Mark A. Rothert

Mark A. Rothert, City Manager

9/6/2019

Date:

**Ordinance No. 2844-19/20 Approving and Authorizing the Execution of A TIF
Redevelopment Agreement By and Between The City of Pekin and Michael and Jill
Gambetti**

**ORDINANCE NO. 2844-19/20
AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
REDEVELOPMENT AGREEMENT BY AND BETWEEN:
THE CITY OF PEKIN AND MICHAEL AND JILL GAMBETTI**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois Home Rule Municipality (the "City"), have determined that this TIF Redevelopment Agreement is in the best interest of the citizens of the City of Pekin; therefore, be it ordained as follows:

SECTION ONE: The Redevelopment Agreement with Michael and Jill Gambetti attached hereto is hereby approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.

SECTION THREE: The Redevelopment Agreement shall be effective the date of its approval on the 9th day of September, 2019.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the City of Pekin this 9th day of September, 2019 and filed in the office of the City Clerk of said City on that date; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

Mayor

ATTEST:

City Clerk

MAYOR

ATTEST:

CITY CLERK

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

MICHAEL AND JILL GAMBETTI

**PEKIN CENTRAL BUSINESS DISTRICT TAX INCREMENT
FINANCING DISTRICT**

SEPTEMBER 9, 2019

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
MICHAEL AND JILL GAMBETTI**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 9th day of September, 2019, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Michael and Jill Gambetti** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on November 11, 1986, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin Central Business District Tax Increment Financing District** (the “TIF District”); and

WHEREAS, the City adopted the Downtown TIF Commercial Retail & Upper Story Housing Loan Program (the “Program”) to encourage the revitalization of commercial buildings located within both the downtown business district and within the TIF District; and

WHEREAS, one such property is leased by the Developer and located at 403 S. 8th Street, Pekin, Illinois 61554, currently Parcel Identification Number 04-10-02-106-008 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to renovate and rehabilitate the existing building located on the Property including updates to the electrical system and air conditioning for continued operation of a trophy and awards business located therein (the “Project”) based upon incentives made available by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax, which increased taxes will be used, in part, to finance incentives to assist this Developer’s Project; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible

Project Costs”) and to reimburse Developer for such costs; and

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate and expend funds for economic development purposes, including without limitation, the making of grants to any commercial enterprise that is necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Developer has requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City and its Project and that such incentives include the reimbursement of Eligible Project Costs; and

WHEREAS, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s Eligible Project Costs (*Exhibit 2, “Promissory Note”*) of an amount not to exceed **Four Thousand Seven Hundred Eighty-Five and No/100 Dollars (\$4,785.00)** to be paid from the Pekin Central Business District TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, said reimbursement is subject to all of the terms and conditions set forth in the Program; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Four Thousand Seven Hundred Eighty-Five Dollars and No Cents (\$4,785.00)**; and

WHEREAS, the City is entering into this Agreement to induce the Developer to acquire the Property and complete the Project; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer has proceed with its plans to complete the Project as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.

3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall complete the Project within one (1) month from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin Central Business District TIF District” which includes the Developer’s Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit 1* for the Developer’s Project which shall be known as the **“Michael and Jill Gambetti Redevelopment Project”**.

C. INCENTIVES

In consideration for the Developer completing its Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to loan to the Developer (also, the “Borrower”) by separate Promissory Note (attached hereto as ***Exhibit “2”***) up to 50% of the Developer’s TIF Eligible Project Costs incurred as a result of the Project, or the sum of **Four Thousand Seven Hundred Eighty-Five Dollars (\$4,785.00)**, whichever is less, from the Pekin Central Business District TIF District Special Tax Allocation Fund. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of up to \$4,785.00 shall be paid to the Developer from the Pekin South Industrial Park TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or upon verification of a minimum of \$9,570.00 of TIF Eligible Project Costs (as described in Exhibit “1” attached hereto) pursuant to *Section E* below, whichever occurs later.
 - b. A separate Promissory Note is attached as ***Exhibit “2”***.
 - c. The interest rate for the Loan shall be Zero Percent (0%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - d. The term of the Loan shall expire on October 31, 2020.
 - e. The principal of the Loan amount, plus any accrued interest thereon, shall be

forgiven by the City on October 31, 2020, provided the Developer has been at all times in full compliance with every term of this Agreement, including the following:

- i. The Developer agrees to continue business operations of the trophy and awards business located on the Property.
- ii. The Developer timely completes the Project as set forth herein.
- iii. The Developer does not file for bankruptcy or otherwise become insolvent.
- iv. The Developer does not vacate the Property during the term of the Loan.

D. LIMITATION OF INCENTIVES TO DEVELOPER

- 1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C(1)* above exceed Four Thousand Seven Hundred Eighty-Five Dollars and No Cents (\$4,785.00) as set forth herein.
- 2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

- 1. Payment to the Developer for Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Development Redevelopment Costs ("Requisition" attached hereto as Exhibit "3") submitted from time to time to Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively the "Administrator") and subject to their approval of the costs and availability of funds in the Special Account.
- 2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
- 3. The Developer shall use such sums as reimbursement for TIF Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the Term for this Agreement or the term of the TIF District whichever is longer.
- 4. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.

5. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payments shall be made within thirty (30) days after approval of the TIF Eligible Project Costs subject to the terms of this Agreement.
6. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF INFORMATION

1. The failure of Developer to provide any information required herein after notice from the City, including verification of Eligible Project Costs, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against the City's general credit or taxing power.

H. CITY PUBLIC PROJECTS

The City intends to use part of its share of the Project's real estate tax increment to fund other public projects in the TIF Redevelopment Area.

I. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Project. This Agreement shall not create any third-party rights and the Developer shall indemnify and hold the City harmless on any claims arising out of the Developer's construction activities.

J. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the City assisting or

sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award or subsidy which may be available as the result of the City's or Developer's activities.

K. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the "Non-defaulting Party") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any non-monetary covenant as and when it is required to under this Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within one (1) month following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

M. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall not be assignable.

N. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

O. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

P. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

To Developer:

Michael and Jill Gambetti
1509 Norwood Ave.
Pekin, Illinois 61554

To City:

City Clerk
City Hall
111 S. Capitol Street
Pekin, Illinois 61554
Telephone: (309)477-2300

With copy to:

Jacob & Klein, Ltd.
Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704
Telephone: (309)664-7777

Q. SUCCESSORS IN INTEREST

Subject to the Provisions of *Section M* above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

U. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

V. TERM OF THE AGREEMENT

This Agreement shall expire on October 31, 2020. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the trophy and awards business located on the Property ceases, or upon any other default by the Developer of this Agreement.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

CITY OF PEKIN, ILLINOIS

MICHAEL AND JILL GAMBETTI

By: _____
Mayor

Michael Gambetti

and

ATTEST:

City Clerk

Jill Gambetti

EXHIBIT 1**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS****Michael and Jill Gambetti
“Michael and Jill Gambetti Redevelopment Project”**

Pekin Central Business District TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer leases the Property and is proceeding with plans to renovate and rehabilitate the existing building located thereon including updates to the electrical system and air conditioning for continued operation of a trophy and awards business located therein.

Location: 403 S. 8th Street, Pekin, Illinois

Parcel Number: 04-10-02-106-008

Estimated Eligible Project Costs:

Rehabilitation and Renovation Costs \$9,570

Total *Estimated* Eligible Project Costs \$9,570

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$4,785.00**.

EXHIBIT 2
PROMISSORY NOTE

PROMISSORY NOTE

FOR VALUE RECEIVED, Michael and Jill Gambetti (collectively, the “Borrower”), promise to pay the City of Pekin, Tazewell County, Illinois, an Illinois Municipal Corporation (“Lender”) the principal sum of up to Four Thousand Seven Hundred Eighty-Five Dollars (\$4,785.00) with interest accruing on the unpaid principal at the rate of zero percent (0%) per annum. The aforementioned principal sum represents monies loaned by the Lender to the Borrower for the reimbursement of Borrower’s TIF Eligible Project Costs, specifically redevelopment project costs, incurred as a result of a Redevelopment Project located at 403 S. 8th Street, Pekin, Illinois (Parcel Identification # 04-10-02-106-008) (the “Property”), within the Redevelopment Project Area and that is the subject of a Tax Increment Financing District Redevelopment Agreement between the City of Pekin and Michael and Jill Gambetti (the “Redevelopment Agreement”) entered into the 9th day of September, 2019.

The term of this Promissory Note shall commence on the date the Redevelopment Agreement is executed between the Borrower and the Lender and end on October 31, 2020.

Provided that the Borrower is at all times in compliance with the Redevelopment Agreement and this Promissory Note, the principal balance of \$4,785.00, plus any accrued interest thereon, shall be forgiven by the Lender on October 31, 2020, provided that the Borrower does not Default or otherwise breach this Promissory Note or the Redevelopment Agreement.

The Borrower shall be deemed in Default of this Promissory Note, if the Borrower:

- 1) The Borrower fails to continue business operations of the trophy and awards business located on the Property for the Term of the Promissory Note;
- 2) Vacates the subject Property during the term of this Promissory Note;
- 3) Files for bankruptcy or otherwise becomes insolvent during the term of this Promissory Note;
- 4) Fails to timely complete the Project as set forth in the Redevelopment Agreement.

In the event the Borrower is in Default under the terms of this Promissory Note or the Redevelopment Agreement and does not cure said default or breach on or before the thirtieth (30th) day after Lender gives Borrower written notice of Default thereof by personal delivery or certified mailing, the outstanding principal amount, plus any accrued interest thereon, is immediately due to the Lender and the Lender shall be entitled to all remedies permitted by law. Notice shall be deemed given on the date of personal delivery or date of mailing, whichever applies. No delay or failure in giving notice of said Default or breach shall constitute a waiver of the right of the Lender to exercise said right in the event of a subsequent or continuing Default or breach. Furthermore, in the event of such Default or breach, Borrower promises to reimburse Lender for all collection and/or litigation costs incurred by the City, including reasonable attorney fees and court costs, whether judgment is rendered or not.

This Promissory Note has been entered into and shall be performed in the City of Pekin, Tazewell County, Illinois, and shall be construed in accordance with the laws of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Tazewell County, Illinois.

BORROWER:

BY: _____

Michael Gambetti

and

BY: _____

Jill Gambetti

DATE: _____

LENDER:

BY: _____

Mayor, City of Pekin

ATTEST: _____

City Clerk, City of Pekin

DATE: _____

This Promissory Note has been entered into and shall be performed in the City of Pekin, Tazewell County, Illinois, and shall be construed in accordance with the laws of Illinois and any applicable federal statutes or regulations of the United States. Any claims or disputes concerning this Note shall, at the sole election of the Lender, be adjudicated in Tazewell County, Illinois.

BORROWER:

BY: _____

Michael Gambetti

and

BY: _____

Jill Gambetti

DATE: _____

LENDER:

BY: _____

Mayor, City of Pekin

ATTEST: _____

City Clerk, City of Pekin

DATE: _____

EXHIBIT 3**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY
MICHAEL AND JILL GAMBETTI**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated September 9, 2019
by and between the City of Pekin, Illinois, and Michael & Jill Gambetti (the "Developer")

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Michael and Jill Gambetti
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit "1"*** of the Redevelopment Agreement.
5. The undersigned certifies and swears under oath that the following statements are true and correct:

- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement: have not been included in any previous Request for Reimbursement; have been properly recorded on the Developer's books; are set forth with invoices attached for all sums for which reimbursement is requested; and proof of payment of the invoices; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
- (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.

Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "1"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019

To: Council Members

From: John Lebegue, Building & Inspections

Sponsors:

AGENDA ITEM: Ordinance Approving the Rezoning of the Property at 904 N. 10th Street

ACTION REQUESTED: To adopt Ordinance No. 1568-A210-19/20.

DESCRIPTION: At the August 26, 2019 Pekin City Council meeting, the members of the City Council considered the recommendation of the Pekin Plan Commission and petition for the rezoning of the property at 904 N. 10th Street from its current zoning classification of R-4, One Family Residential District to RT, Two-Family Residential District. At the August 14, 2019 meeting of the Pekin Plan Commission, the members of the Plan Commission considered the petition for the rezoning of the property at 904 N. 10th Street, and by a unanimous vote, recommended denial of the rezoning request. Upon consideration of the rezoning petition and the recommendation of the Plan Commission, the members of the City Council disagreed with the recommendation of the Plan Commission and found that the use and location of the property at 904 N. 10th Street is better suited to a zoning classification of RT, Two-Family Residential, and that such rezoning will not be detrimental to surrounding uses, approved the petition to rezone the property at 904 N. 10th Street from R-4, One Family Residential District to RT, Two-Family Residential District.

FINANCIAL IMPACT: N/A

NEIGHBORHOOD CONCERNS: No neighborhood concerns were expressed in regard to the petition for the rezoning of the property at 904 N. 10th Street.

IMPACT IF APPROVED: The property at 904 N. 10th Street will be rezoned from R-4, One Family Residential District to RT, Two-Family Residential District.

IMPACT IF DENIED: The property at 904 N. 10th Street will remain zoned R-4, One Family Residential District.

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing effective, principled police and fire services.

A Strong Foundation. To improve and maintain existing infrastructure and

	leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
X	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager:	
 Mark A. Rothert, City Manager 9/4/2019	
Date:	

Ordinance No. 1568-A210-19/20 Approving the Rezoning of the Property at 904 N. 10th Street From R-4 (One Family Residential) District to RT (Two Family Residential) District

ORDINANCE NO. 1568-A210-19/20

AN ORDINANCE AMENDING ZONING CLASSIFICATION OF CERTAIN REAL PROPERTY LOCATED AT 904 N. 10th STREET FROM R-4 TO RT

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

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the real property (the “Property”) located in the City of Pekin, Tazewell County, Illinois, is currently zoned R-4, One-Family Residential, and further described as follows:

Lots A&B of I.B. Sherman’s Subdivision of Lots 4, 5, and 6 in Block Three of Campbell, Durley, and Newhall’s Addition to the City of Pekin, reference being made to the plat of said subdivision recorded in Plat Book “N” page 31, in the Recorder’s Office of Tazewell County, Illinois.

PIN: 04-04-35-344-001; and

WHEREAS, after a hearing pursuant to duly published notice, the City Council of the City of Pekin finds that the use and location of the Property is better suited to a zoning classification of RT, Two-Family Residential, and that such rezoning will not be detrimental to surrounding uses; and

WHEREAS, the City Council finds that it is in the public interest and consistent with the City Comprehensive Plan to rezone the Property from R-4, One-Family Residential, to RT- Two-Family Residential.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The zoning classification of the Property as shown and described on Exhibit A attached hereto is hereby changed from R-4, One-Family Residential, to RT, Two-Family Residential.

Section 3. Upon the effective date of this Ordinance, the change in zoning classification hereby adopted shall be marked on the official zoning map of the City of Pekin.

Section 4. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 1568-A210-19/20

**AN ORDINANCE AMENDING ZONING CLASSIFICATION OF CERTAIN REAL
PROPERTY LOCATED AT 904 N. 10th STREET FROM R-4 TO RT**

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

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the real property (the “Property”) located in the City of Pekin, Tazewell County, Illinois, is currently zoned R-4, One-Family Residential, and further described as follows:

Lots A&B of I.B. Sherman’s Subdivision of Lots 4, 5, and 6 in Block Three of Campbell, Durley, and Newhall’s Addition to the City of Pekin, reference being made to the plat of said subdivision recorded in Plat Book “N” page 31, in the Recorder’s Office of Tazewell County, Illinois.

PIN: 04-04-35-344-001; and

WHEREAS, after a hearing pursuant to duly published notice, the City Council of the City of Pekin finds that the use and location of the Property is better suited to a zoning classification of RT, Two-Family Residential, and that such rezoning will not be detrimental to surrounding uses; and

WHEREAS, the City Council finds that it is in the public interest and consistent with the City Comprehensive Plan to rezone the Property from R-4, One-Family Residential, to RT- Two-Family Residential.

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

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The zoning classification of the Property as shown and described on Exhibit A attached hereto is hereby changed from R-4, One-Family Residential, to RT, Two-Family Residential.

Section 3. Upon the effective date of this Ordinance, the change in zoning classification hereby adopted shall be marked on the official zoning map of the City of Pekin.

Section 4. This Ordinance is hereby ordered to be published in pamphlet form by the City Clerk and said Clerk is ordered to keep at least three (3) copies hereof available for public inspection in the future and in accordance with the Illinois Municipal Code.

Section 5. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and ten (10) day period of publication in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

**REQUEST FOR COUNCIL ACTION****Agenda Date: September 9, 2019****To: Council Members****From: Mark Rothert, City Manager****Sponsors: Sue McMillan, City Clerk****AGENDA ITEM:** Discussion of cannabis**ACTION REQUESTED:** No action required.**REQUIRED SIGNATURES****Finance Department** (Certification of Availability of Funds):

Date:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

9/4/2019

Date:



REQUEST FOR COUNCIL ACTION

Agenda Date: September 9, 2019
To: Council Members
From: Sue McMillan, City Clerk
Sponsors: Sue McMillan, City Clerk

AGENDA ITEM: Video Gaming fees

ACTION REQUESTED: No action required.

DESCRIPTION: Presently the City of Pekin does not charge a fee for licensing video gaming establishments. The license fee for State video gaming machines is \$50.00 per machine.

FINANCIAL IMPACT: see attached terminal fees and establishment fees comparables of Illinois municipalities and revenue scenarios at various rates for the City of Pekin at

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:
 Date:

VIDEO GAMING FEE COMPARABLES in ILLINOIS MUNICIPALITIES

As of 8-15-19 | Source: Central Illinois Municipal Clerks Organization

Community	Establishment Fee	# of Establishments	Establishment Revenues	Terminal Fee	# of Terminals	Terminal Revenues	TOTAL REVENUES	NOTES
Urbana	\$505	22	\$11,110	\$1,010	106	\$107,060	\$118,170	
Wheeling	\$500 1x fee	18	\$9,000	1,000	81	\$81,000	\$90,000	
Carpentersville		26	\$-	\$750	126	\$94,500	\$94,500	\$250 for 1st VGT, \$50 each after for NFP
Bloomington		62	\$-	\$500	243	\$121,500	\$121,500	
Decatur		85	\$-	\$500	414	\$207,000	\$207,000	
Peoria		63	\$-	\$500	263	\$131,500	\$131,500	\$1,000 gaming operator
Oswego	\$750/\$200 NFP	12	\$9,000	\$300/\$50	60	\$18,000	\$27,000	
Alton		32	\$-	\$250	138	\$34,500	\$34,500	
Belleville	\$500 1x fee	32	\$500	\$250	149	\$37,250	\$37,750	\$500 for terminal operator
Champaign	\$500	55	\$27,500	\$250	256	\$64,000	\$91,500	Gaming lounges - \$4,200 annually plus VGT fees
Collinsville	\$500	17	\$8,500	\$250	73	\$18,250	\$26,750	\$1,000 for terminal operator; \$2,000 for manufacturer/distributor
DeKalb	\$500 1x fee	20	\$10,000	\$250	94	\$23,500	\$33,500	
Normal		15	\$-	\$250	66	\$16,500	\$16,500	
O'Fallon		15	\$-	\$250	70	\$17,500	\$17,500	
Rock Island		17	\$-	\$250	72	\$18,000	\$18,000	\$5,834 annual fee for gaming halls
Streamwood		13	\$-	\$150	64	\$9,600	\$9,600	
Belvidere	\$100	26	\$2,600	\$100	127	\$12,700	\$15,300	
Carbondale	\$100	23	\$2,300	\$100	104	\$10,400	\$12,700	
Freeport	\$250	24	\$6,000	\$100	118	\$11,800	\$17,800	\$10 additional for each VGT after 1st (\$50 for one VGT, \$60 for 2nd)
Jacksonville	\$2,000	29	\$58,000	\$100	132	\$13,200	\$71,200	
Moline		38	\$-	\$50	161	\$8,050	\$8,050	
Pekin		36	\$-	\$50	169	\$8,450	\$8,450	
Batavia	\$1,000	7	\$7,000	\$25	35	\$875	\$7,875	
Burlington, IL		2	\$-	\$25	10	\$250	\$250	
Cairo		4	\$-	\$25	18	\$450	\$450	
Canton		10	\$-	\$25	49	\$1,225	\$1,225	
Chillicothe		16	\$-	\$25	71	\$1,775	\$1,775	
Danville		24	\$-	\$25	108	\$2,700	\$2,700	
East Moline		25	\$-	\$25	121	\$3,025	\$3,025	
East Peoria		24	\$-	\$25	106	\$2,650	\$2,650	
Kewanee		21	\$-	\$25	88	\$2,200	\$2,200	
Lincoln		17	\$-	\$25	85	\$2,125	\$2,125	
Marine		2	\$-	\$25	9	\$225	\$225	
Poplar Grove		7	\$-	\$25	33	\$825	\$825	\$1,000 Distributor fee
Savoy		5	\$-	\$25	21	\$525	\$525	
Washington	\$500	8	\$4,000	\$25	37	\$925	\$4,925	
Yorkville		15	\$-	\$25	71	\$1,775	\$1,775	
Quincy		70	\$-	\$15	217	\$3,255	\$3,255	Limit of two VGT; others grandfathered
Macomb	\$27.50	11	\$303	\$11	41	\$451	\$754	
Rushville	\$25	6	\$150	\$10	24	\$240	\$390	
Paw Paw		1	\$-	\$5	4	\$20	\$20	

NO FEES:

Galesburg		33	\$ -		154	\$-	\$-	
-----------	--	----	------	--	-----	-----	-----	--

ANNUAL FEE SCENARIOS in PEKIN AT VARIOUS RATES

1	\$ 100.00	36	\$3,600	\$100	169	\$16,900	\$20,500
2	\$ 250.00	36	\$9,000	\$250	169	\$42,250	\$51,250
3	\$ 500.00	36	\$18,000	\$500	169	\$84,500	\$102,500

Attachment: VIDEO GAMING COMPARABLES OF MUNICIPALITY FEES (1850 : Video Gaming fees)