



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, AUGUST 28, 2023 5:30 PM

1. Pledge of Allegiance
Miss Marigold 2023 Zoe Nizzia
2. Call to Order
3. Approve Agenda
4. Approval of Minutes
4.1. City Council - Special Meeting - Aug 14, 2023 5:00 PM
4.2. City Council - Regular Meeting - Aug 14, 2023 5:30 PM
4.3. City Council - Special Meeting - Aug 18, 2023 3:00 PM
5. Public Input
6. Consent Agenda
6.1. Financial Reports July 2023
6.2. Accounts Payable To Be Paid Proof List thru August 04, 2023
6.3. Receive and File Resignation of Jared L. Olar and Christina Olar Historic Preservation Commission
7. Unfinished Business
7.1. Resolution No. 43-23/24 Appointing City Manager and Approving Employment Agreement ACTION REQUESTED: Approve and Adopt the Resolution.
7.2. Resolution No. 49-23/24 Mayor's Appointment of David B. Nutter as Mayor Pro Tem to the City Council for a term until April 30, 2024 and John P. Abel as 1st Alternate Mayor Pro Tem to the City Council for a term until April 30, 2024 ACTION REQUESTED: Approve and Adopt the Resolution.

8.	New Business
8.1.	Resolution No. 50-23/24 Approve the Purchase of a Fire Department Rescue Boat from AAD Welding, Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
8.2.	Ordinance. 4095-23/24 Approval of the Second Amendment to the Redevelopment Agreement with East Court Village (ECV) and East Court Village II (ECVII) ACTION REQUESTED: Approve and Adopt the Resolution.
8.3.	Ordinance No. 4096-23/24 TIF Redevelopment Agreement with Ian Dawson Property/Kountry Nook ACTION REQUESTED: Approve and Adopt the Ordinance.
8.4.	Ordinance No. 4097-23/24 TIF Redevelopment Agreement with Fletcher's Hitting Center ACTION REQUESTED: Approve and Adopt the Ordinance.
8.5.	Ordinance No. 4098-23/24 TIF Redevelopment Agreement with Kelly Madden ACTION REQUESTED: Approve and Adopt the Ordinance.
8.6.	Ordinance No. 4099-23/24 TIF Redevelopment Agreement with BMD, AN LLC ACTION REQUESTED: Approve and Adopt the Ordinance.
8.7.	Ordinance No. 4100-23/24 TIF Redevelopment Agreement with Jeff Turner (D.B.A. Turner Door) ACTION REQUESTED: Approve and Adopt the Ordinance.
8.8.	Ordinance No. 4101-23/24 TIF Redevelopment Agreement with Padmavati Patel (D.B.A. Go Vino Bar & Grill) ACTION REQUESTED: Approve and Adopt the Ordinance.
8.9.	Ordinance No. 4102-23/24 TIF Redevelopment Agreement with Alexanders Tax Service,LLC ACTION REQUESTED: Approve and Adopt the Ordinance.

8.10.	Ordinance No. 4103-23/24 TIF Redevelopment Agreement with Terry and Baylee Gambetti ACTION REQUESTED: Approve and Adopt the Ordinance.
8.11.	Ordinance No. 4104-23/24 TIF Redevelopment Agreement with William Leman as Trustee of the Monge Property Management Trust No. 77-6035-008 ACTION REQUESTED: Approve and Adopt the Ordinance.
8.12.	Ordinance No. 4105-23/24 TIF Redevelopment Agreement with SPWT, LLC ACTION REQUESTED: Approve and Adopt the Ordinance.
8.13.	Ordinance No. 4106-23/24 Accepting Assignment of Certificate of Sale from Morton Community Bank for Real Estate Located at 827 Catherine Street ACTION REQUESTED: Approve and Adopt the Ordinance.
8.14.	Resolution No. 51-23/24 Approve Funding Agreement with Tri-County Regional Planning Commission ACTION REQUESTED: Approve and Adopt the Resolution.
8.15.	Resolution No. 52-23/24 Approve Court Street Agreement with Illinois American Water ACTION REQUESTED: Approve and Adopt the Resolution.
8.16.	Resolution No. 53-23/24 Approving Agreement Hanson for Construction Oversight of Hangar Project at Airport ACTION REQUESTED: Approve and Adopt the Resolution.
8.17.	Resolution No. 54-23/24 Authorize the Purchase of 14 Replacement Data Terminals for Police Squad Cars ACTION REQUESTED: Approve and Adopt the Resolution.
8.18.	Resolution No. 55-23/24 Authorize Reimbursement of Expenses Holzwarth-Flexsenhaur ACTION REQUESTED: Approve and Adopt the Resolution.
8.19.	Resolution No. 56-23/24 Approve Airport Lease Agreement with Holzwarth-Flexsenhar LLC

ACTION REQUESTED: Approve and Adopt the Resolution.	
8.20. Resolution No. 57-23/24 Adopting a Policy Regarding Access to Programs and Services for Individuals with Limited English Proficiency	ACTION REQUESTED: Approve and Adopt the Resolution.
9. Any Other Business To Come Before The Council	
10. Executive Session 5 ILCS 120/2 (c) 11. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent	
11. Adjourn	

 PROCEEDINGS OF THE SPECIAL 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 14, 2023 AT 5:00 O'CLOCK P.M.
 MAYOR MARY BURRESS PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mary J. Burress.

Council Members received notice of a Special Meeting of the City Council on August 11, 2023 for the Purpose of an Executive Session to discuss under 5 ILCS 120/2 (c) (1.) The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:00 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:00 PM
Dave Nutter	City of Pekin	Councilman	Present	5:00 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:00 PM
Mary Burress	City of Pekin	Mayor	Present	5:00 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:00 PM
John P Abel	City of Pekin	Councilman	Present	5:00 PM

APPROVE AGENDA

3.1. Motion to:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

PUBLIC INPUT

There was no public input received.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

EXECUTIVE SESSION 5 ILCS 120/2 (C) (1.) THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE OR DISMISSAL OF SPECIFIC EMPOLYEEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY

Motion was made by Council Member Nutter, seconded by Council Member Orrick to move to Closed Session under 5 ILCS 120/2 (c) (1.) The Appointment, Employment,

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Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body at 5:05 PM. On roll call vote all present voted Aye. Motion carried.

Full Council returned to open session at 5:35 PM.

6.1. Motion to: Motion

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

ADJOURN

There being no further action to come before the Council a motion was made by Council Member Orrick, seconded by Council Member Nutter to adjourn the meeting. On roll call vote all present voted Aye. Motion carried.

Mayor Burress adjourned the meeting at 5:35 PM.

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 14, 2023 AT 5:30 O'CLOCK P.M.
MAYOR MARY BURRESS PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Football Coach Doug Nutter and team.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:08 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:03 PM
Dave Nutter	City of Pekin	Councilman	Present	5:01 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:00 PM
Mary Burress	City of Pekin	Mayor	Present	5:37 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:00 PM
John P Abel	City of Pekin	Councilman	Present	5:03 PM

APPROVE AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

APPROVAL OF MINUTES

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

- 4.1. City Council - Special Meeting - Jul 24, 2023 5:00 PM
- 4.2. City Council - Regular Meeting - Jul 24, 2023 5:30 PM
- 4.3. City Council - Special Meeting - Jul 31, 2023 4:00 PM

PUBLIC INPUT

Mayor Burress began by acknowledging the presence of Pekin's head football coach Doug Nutter and his team. The Mayor expressed gratitude for Coach Nutter's contributions to the community, highlighting his leadership and the team's involvement in community service, which involved cleaning up litter and weeds in various areas. Mayor Burress then presented a declaration to Coach Nutter and the football team, recognizing their efforts in promoting leadership values and community pride. The declaration praised their commitment to the city

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and awarded them the title of "Good Citizens." The Mayor also gave them a city coin as a token of appreciation.

Coach Doug Nutter responded by emphasizing the importance of pride in the community and the reciprocal support between the football team and the city. He expressed gratitude for the community's support in the past season and the ongoing season.

Following this, Mayor Burrell introduced Steven Saal and commended his extensive contributions. She recounted Mr. Saal's service in the United States Marine Corps, his role as supervisor of Veterans Affairs, his involvement in various community organizations, and his significant time as commander of the American Legion Post 44. The Mayor presented Mr. Saal with a declaration that declared him an "Exemplary Citizen" and acknowledged his character and commitment to the community. She also gave him a Mayor's Pekin coin as a token of appreciation for his service.

During the council meeting, Deborah Montgomery addressed the council to discuss her removal from the Historic Preservation Committee. She began by questioning the legality of her removal, pointing out the absence of any ordinance or city code that grants the Mayor the authority to remove her from the commission. Ms. Montgomery cited specific ordinances, to support her argument against the Mayor's unilateral removal power. She raised concerns about the process and delivery of the Mayor's removal letter, stating that only the city manager, not the Mayor, has the authority to direct the city clerk. Ms. Montgomery shared copies of information used by the Mayor in her removal attempt and highlighted the Historic Preservation Commission's ability to involve outside experts. She referenced a meeting with an authority regarding the Arcade building's potential historic status and presented evidence of its eligibility for national registration. Ms. Montgomery acknowledged an error in voting on sending building information to the State, indicating that they should have sent it without a vote according to the Open Meetings Act (OMA). She recounted a scheduling incident, where a meeting agenda wasn't properly posted due to an internet outage. She expressed a desire for the same courtesy the public received and shared an email exchange with the City Clerk, Ms. Sue McMillan. Ms. Montgomery questioned why the City Clerk sought information from another employee instead of directly from her or her co-chair, emphasizing that her inquiry was not accusatory or unprofessional. Ms. Montgomery detailed an unexpected visit from the City Clerk, who delivered a letter from the Mayor removing her from the Historic Preservation Commission. She referred to her previous points as the basis for her removal. She mentioned her attempt to arrange a meeting with the Mayor to explain her side of the issue and shared the Mayor's response, declining the meeting. Ms. Montgomery expressed her dismay that the letter, which she claimed was factually incorrect, was posted on the city website. She also mentioned disparaging remarks made on social media. She believed that her removal was intentional due to her efforts to save downtown buildings and criticized the Mayor for not fulfilling her campaign promise to save buildings. Ms. Montgomery concluded by asserting her commitment to preserving history, regardless of city support.

Mr. Roger Alexander then spoke briefly, expressing their intention to stay in the city despite challenges and addressing perceived indifference towards their community's concerns.

Mr. John McNish expressed his gratitude to Council Member Hohimer for addressing a safety concern involving a telephone pole near Washington. He then brought up concerns regarding solar panel companies and their increasing presence in the city. Mr. McNish mentioned receiving responses to an email he had sent and acknowledged the city's efforts in addressing the issue, specifically mentioning a company named eEquals (formerly C.R.) that sells solar panels. He indicated that Nic Maquet, Chief Building Official, was working on the matter. Mr. McNish's main points centered on the influx of solar panel companies that were approaching residents, raising questions about the permit requirements, the number of

permits issued this year, associated costs, on-site inspections, the need for engineer drawings, and the availability of qualified inspectors. He highlighted the importance of adhering to electrical and structural code requirements, particularly with regards to the weight of panels and snow load support. Mr. McNish referred to the International Residential Code (IRC) of 2015 and the NFPA 70 requirements, discussing the need for compliance and checking of roof access requirements by the fire department and inspections department. He expressed concerns about the potential risks posed by solar panels, including the possibility of fires and hazardous materials being released. Mr. McNish also questioned the city's readiness to handle such incidents, mentioning the lack of a safety program and the potential impact on firefighter safety. He highlighted the need for thorough review and understanding of the regulations, referring to the city's ordinance on a solar farm from 2018 and suggesting revisiting the regulations in light of current developments. Mr. McNish concluded by urging caution and a thoughtful approach to the solar panel situation.

Ms. Lonnie Howard expressed her support for Deborah Montgomery, describing her as caring and kind person. She highlighted the efforts of the Save Pekin History Committee to preserve historic buildings, specifically the Arcade and Tobin buildings. Ms. Howard urged the council to prioritize the preservation of local history and expressed her backing for Ms. Montgomery.

Mr. Steve Bresnahan, organizer of the Pekin Downtown Super Cruise, addressed the Council. He provided an overview of the recent event and expressed satisfaction with the turnout. However, he raised a concern regarding the presence of illegal drug paraphernalia vendors at the event. Mr. Bresnahan described how he discovered these vendors and their unsanctioned presence at the event. He emphasized that they were selling items that could be used for illegal drugs, and that they lacked permission from him as the event organizer or the city. Mr. Bresnahan expressed frustration and disappointment that these vendors were allowed at the event without proper authorization. He pointed out that this situation reflects poorly on both him as the event coordinator and the city itself. He referred to a state statute that regulates drug paraphernalia and outlined the potential legal consequences for those selling such items. Mr. Bresnahan recounted his interaction with the vendors and the fact that they eventually left the event when the police were called. He questioned whether the city supports the sale of drug paraphernalia at its events and whether business owners or property owners can permit vendors without the event organizer's consent. Mr. Bresnahan suggested that the city's special event application process might need to be updated to prevent such occurrences in the future. He asked the city police department, city attorney, and compliance division to investigate the legal aspects of the issue and report back to him. Mr. Bresnahan expressed his concern for maintaining the family-friendly nature of city events and his hope that this situation would not repeat itself in the future.

5.1. Public Hearing to consider the proposed Pekin East Residential TIF District Redevelopment Project Area, Plan and Projects

TIF Attorney Nic Nelson commenced a public hearing at 6:20 PM for two separate Tax Increment Financing (TIF) Districts – East Pekin Residential TIF and South Residential TIF. He explained that the purpose of the public meeting was to discuss the TIF districts, their qualifications, and the city's intentions. He outlined the process undertaken, including a public meeting previously held and meetings with taxing bodies to vote on TIF Act requirements, which had unanimous support. The current public hearing was convened to delve into the TIF plan details, the blighting characteristics of the areas, and to welcome public comments. Mr. Nelson provided a comprehensive overview of the timeline, highlighting key dates in the establishment of the interested parties registry, public meeting, submission of TIF plan drafts, taxing body meetings, and notice publications. He outlined the blighting characteristics for improved and vacant

parcels, elaborating on elements such as deterioration, inadequate utilities, and equalized assessed value trends. He emphasized that over 80% of both improved and vacant parcels qualified, exceeding the required 50%. The TIF plan encompassed public and private projects, with specified costs for infrastructure improvements and various types of residential and commercial developments. Mr. Nelson clarified common misconceptions related to property taxation within TIF districts, assuring residents that TIF doesn't increase property assessments or taxes. He addressed concerns about diverting money from taxing bodies, explaining that TIF encourages development that otherwise wouldn't occur. He also responded to inquiries about existing TIF districts and their impacts on property values and taxes. Citizens expressed concerns about rising taxes, to which Mr. Nelson clarified that TIF doesn't influence property assessments or taxes. He reiterated that TIF's goal is to spur development and improve the overall economic landscape of the area.

John Johnson spoke against both proposed TIF districts.

Judith Miller inquired about the specifics of the new development planned within the TIF districts, expressing concern about potential changes to the city's character. Attorney Nelson responded that developers were already working on various projects, with most early development being single-family homes. He emphasized that vacant residential lots were potential targets for development, and the TIF incentives would be applied to encourage growth. Ms. Miller further questioned whether the Broadway and Veterans areas were included, to which Mr. Nelson confirmed their involvement.

Ms. Miller expressed concerns about losing the city's nature and farmland due to development, highlighting the value of maintaining a small-town feel and low crime rate. She worried about increased taxes and the impact of growth on the city's identity.

Mr. Nelson acknowledged her concerns and clarified the mechanisms by which TIF encourages development without directly impacting taxes. The discussion then shifted to the concept of leveraging TIF for existing property renewal, with another resident suggesting that revitalizing older buildings should be a focus rather than prioritizing new construction. Mr. Nelson acknowledged the importance of balancing both aspects and explained how TIF was designed to address both rehabilitating older areas and fostering new development. The conversation continued with residents expressing varying opinions about TIF's impact on taxes and growth.

Mary Anne Ladendorf defended TIF as a means to attract new residents and developers, addressing misconceptions and highlighting its potential benefits for the local economy. She emphasized the need for more housing options to accommodate different buyer segments and urged residents to view TIF as a way to move the city forward without detriment to its residents. The mayor also chimed in to support the positive impacts of TIF on housing and growth.

The public hearing ended at 6:50 PM.

5.2. Public Hearing to consider the proposed Pekin South Residential TIF District Redevelopment Project Area, Plan and Projects

The public hearing was opened at 6:50 PM.

Residents posed questions and expressed concerns related to the proposed Tax Increment Financing (TIF) districts.

James Bowen raised an issue about a previous TIF district that included rental properties exempt from property taxes due to their status as Section 8 housing. He sought clarification on whether the proposed TIF district would involve a similar situation, to which Attorney Nic Nelson explained that Section 8 housing doesn't generate TIF revenue. Mr. Nelson and Mr. Bowen discussed the location of the previous TIF district, and Mr. Bowen sought to understand the purpose of the current TIF district's boundary lines. Mr. Nelson explained that the TIF district's intention was not related to Section 8 housing.

The discussion transitioned to the TIF district timeline and its procedures. Mr. Nelson provided a comprehensive timeline of the TIF district's establishment and informed attendees about the processes involved, such as the interested parties registry, public meetings, submission of the draft plan, and review by the Joint Review Board. The conversation then turned to the characteristics of the properties within the TIF district. Specific qualifying and non-qualifying attributes of parcels were discussed, including blight, vacant lots, and flooding characteristics.

Matthew Johnson, another attendee, raised multiple questions, starting with the disposal site and its associated EPA issues within the proposed TIF district. He inquired about the nature of the disposal activities and asked for clarification about the flooding characteristics of certain parcels. Mr. Nelson clarified that the flooding characteristic was identified through engineer's assessments and might involve properties within the TIF district that contribute to flooding issues.

Matthew Johnson expressed curiosity about the plan's details, specifically related to commercial projects listed in the plan. He sought information about commercial renovation projects, retail developments, and restaurant projects within the TIF district. Mr. Nelson explained that the plan encompassed a range of potential projects that could occur over the 23-year timeline, which included various types of commercial improvements.

Council Members also posed questions. Council Member Hilst raised concerns about the extension of TIF districts and whether the City Council's approval was necessary for such extensions. Mr. Nelson clarified the process, explaining that an extension request required a unanimous vote from the Joint Review Board members, and each entity had to provide a letter of support for the extension, including the City.

Council Member Orrick inquired about the legal implications if the Council turned down an intergovernmental agreement after approving the TIF district. Mr. Nelson clarified that the approval of the TIF district and the intergovernmental agreement were separate matters.

5.3. Public Hearing - Amendment to 2023 CDBG Action Plan

The public hearing commenced at 7:04 PM as the Mayor officially opened the session. The CDBG Program Manager, Ms. Tina Huak, began the presentation by addressing the proposed changes to the funding allocation of the previously presented budget that had been brought before the Council on May 8th. Within this revised budget, a new funding category of \$277,721 was introduced, specifically designated to pay down the Hart Section 108 loan, which had been utilized to finance the new fire truck for Station Number 3. Tina explained that the HUD Section one highway loan was applied for in 2021, gaining HUD approval in 2022 for a sum of \$700,000. A portion of this amount, \$114,000, was allocated towards the fire truck and associated HUD fees, leaving an unused balance. The

loan's terms span 20 years, with a variable interest rate based on the three-month T-bill. Quarterly payments, inclusive of interest, totaled approximately \$39,000, thus equating to around \$155,000 per annum. The primary objective was to reduce the debt burden, consequently releasing additional entitlement funds in the future. Public commentary, following the regulations, began on August 11th and would continue until August 24th. Ms. Hauk then welcomed questions from the audience.

Council Member Orrick inquired about the proposal's intention, confirming whether the proposed \$277,000 was meant to pay off the fire truck debt. Ms. Hauk confirmed this to be accurate.

Council Member Orrick further inquired about the remaining debt on the fire truck after this payment, factoring in prior payments. Ms. Hauk clarified that this payment would not entirely clear the debt, estimating a remaining balance of around \$400,000, though she suggested verifying this precise amount. Orrick expressed gratitude for the information.

Council Member Nutter sought clarification on the necessity of amending the budget for this purpose, to which Tina responded that the amendment would be made to the action plan budget.

Council Member Orrick interjected with a broader question, referencing page 240 of the plan concerning homelessness, where Ms. Hauk had noted continued involvement with the Home for All Continuum of Care. He informed Ms. Hauk of the gathering by Phoenix community's actions in aiding the homeless, including their purchase of the old Methodist Nursing home school in Peoria with state funding for conversion into apartments with healthcare services. Ms. Hauk acknowledged awareness of community organizations but was not aware of the recent acquisition details. Council Member Orrick continued, elaborating on the Phoenix Community's proactive approach to assist the homeless population, collaborating with apartment owners and highlighting Stone Burner's participation. Ms. Hauk thanked him for sharing this information.

Mayor Burress closed the public hearing at 7:16 PM, as there were no further comments.

CONSENT AGENDA

Council Member Orrick requested to move Consent Agenda Item 6.13 Mayor's Report to Council of Dismissal of Commission Member to New Business Item 7.4.1 and/or 7.5.

Council Member Hilst requested to move Consent Agenda 6.14 Resolution No. 49-23/24 Mayor Appointment David B. Nutter Item to New Business Item 7.6.

Council Member Abel made an announcement regarding a proclamation for Dean Preston. Council Member Abel expressed that although the proclamation had not been read that night, it had received significant media attention, being featured in a prominent article on the front page of the morning's paper. Council Member Abel shared a personal connection spanning 60 years with Mr. Preston, who had worked alongside him at Preston Hanley. He highlighted Mr. Preston's forthcoming 99th birthday in November and the fact that he would be receiving the highest award from the French government for a non-French individual. The award ceremony, scheduled for August 22nd at 1:30 PM, would take place at the Preston Hanley funeral home, and Council Member Abel expressed the importance of acknowledging Mr. Preston's achievements with a proclamation from the city. He mentioned that various other proclamations were being presented by Congress, state representatives, and others.

Council Member Abel praised Mr. Preston's accomplishments, similarly to Mr. Steve Saal, and emphasized the uniqueness of this recognition, which must be received during one's lifetime and cannot be given posthumously. He noted that the proclamation would be read by the Mayor during the ceremony, which was expected to draw around 300 attendees due to limited room capacity. Council Member Abel also highlighted the presence of representatives from the French government at the event and clarified that while the president wouldn't be attending, a proclamation from the president would be delivered. He concluded by emphasizing the rarity of individuals in Mr. Preston's age group and the need to honor their contributions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

- 6.1. **Recognition PCHS Dragons Football Team**
- 6.2. **Honoring Steven Saal Exemplary Citizen**
- 6.3. **Proclamation Dean A. Preston**
- 6.4. **Ordinance No. 4094-23/24 Illinois Mutual Aid Box Alarm System (MABAS) Master Agreement**
- 6.5. **Pekin Fire Monthly Incidents Report July 2023**
- 6.6. **Financial Reports May 2023**
- 6.7. **Financial Reports June 2023**
- 6.8. **Accounts Payable To Be Paid Proof List thru July 21, 2023**
- 6.9. **Receive and File Advanced Medical Transport, Inc. Response Time Report for the Year Ended December 31, 2022**
- 6.10. **Receive and File Bids CDBG Demolition of Residential Structure(s) Garage and the Removal of Dangerous Trees 312 Woodland Street**
- 6.11. **Resolution No. 41-23/24 Mayor's Appointment of Cindy Galyean to fill the vacancy on the Tourism Committee as member from the Hotel Industry for a 2-year term until first Monday in May, 2025**
- 6.12. **Resolution No. 42-23/24 Mayor's Appointment of Katey Thomas to the Historic Preservation Commission for a term until first Monday in May 2024**

NEW BUSINESS

- 7.1. **Resolution No. 44-23/24 Accept and Award Bid for the CDBG Demolition of Residential Structure (s) garage and the Removal of Dangerous Trees at 312 Woodland Street to Wayne Litwiller Excavating, Inc in the amount of \$23,150.00**
Police Chief John Dossey and Interim City Manager presented the request to Council to demolish a residential structure at 312 Woodland Street and to award the bid to Litwiller. Chief Dossey confessed to an oversight in misunderstanding the nature of the funding, stating that the matter at hand was not related to Community Development Block Grant (CDBG) money, but rather earmarked an emergency demolition due to hazardous property conditions. The code enforcement team had determined that the state of the houses posed safety risks, preventing the completion of necessary environmental reviews and other prerequisites. Although the process initially mirrored that of CDBG-funded demolitions, it was clarified that the project would be covered by a separate

budget allocation designated for property cleanup and demolitions rather than CDBG funds.

Council Member Orrick raised a question about the budget discrepancy, noting that while the initial budget was \$150,000 and the expenditure was projected at \$23,000, it was unclear how \$135,000 remained. In response, Chief Dossey explained that expenses had already been drawn from the initial allocation, factoring in additional expenses from other property cleanup initiatives. The adjusted available amount after these deductions was identified as \$135,460.17.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

7.2. Resolution No. 45-23/24 Purchase of Additional Garbage and Recycle Carts from Cascade Engineering

Public Works Director Dean Schneider addressed the need for new toters and recycling bins. He mentioned that the current stock is running low, and there is a requirement for replenishment. He informed the council members that it takes approximately 3 to 4 months for the production and delivery of these items, which explained the urgency for the purchase. Council Member Orrick inquired about the sale of these items, specifically the garbage toters which are sold for \$60 each, while costing \$50 to acquire. He also mentioned the recycling toters, for which the city pays \$46 each in the current contract, but sells for \$40, resulting in a net loss for recycling toters.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hohimer, Nutter, Cloyd, Burress, Orrick, Abel
NAYS:	Rick Hilst

7.3. Resolution No. 46-23/24 Agreement With Enterprise to Lease Two Trucks for Public Works

Chief of Police and Interim City Manager John Dossey presented the agenda item to enter into an agreement with Enterprise to lease two vehicles for Public Works. He reported that Public Works had ongoing vehicle issues due to extensive mileage, and Enterprise had offered two Chevy Silverado vehicles.

Council Member Orrick inquired about vehicle assignments, whether they would be assigned to individuals or part of a motor pool.

Chief Dossey explained that one vehicle was designated for Dean Schneider, while the other's recipient was under discussion.

Council Member Hilst expressed concerns about the vehicles' budget allocation and past instances where vehicles were assigned differently than initially approved.

Mayor Burress added that personal vehicles used for city work could pose liability issues. Public Works Director, Mr. Dean Schneider clarified that the budget for vehicles was initially allocated but removed from the budget by the previous City Manager, Mr. Marston.

Council Member Nutter supported aligning the vehicles with their designated departments.

Mayor Burrress also shared her perspective on vehicle use and wear.

Council Member Orrick calculated the monthly costs, revealing that the annual expenses for the vehicles would likely be around \$31,000 due to a partial first year. Chief Dossey confirmed the pro-rated calculation and explained the fiscal year considerations. The discussion revolved around budget concerns, vehicle assignments, and allocation within departments.

The discussion concluded with the understanding of the financial implications and considerations for future vehicle acquisitions.

RESULT:	ADOPTED [5 TO 2]
MOVER:	Dave Nutter, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hohimer, Nutter, Burrress, Orrick, Abel
NAYS:	Rick Hilst, Becky Cloyd

7.4. Resolution No. 47-23/24 Recommend to Award Court Street Rehabilitation Project to R.A. Cullinan, a div of UCM, Inc.

City Engineer Ms. Josie Esker provided information to the Council about the Court Street Rehabilitation project, which was slightly over budget due to federal funding considerations. The project was bid through the IDOT Transportation Bulletin, and staff was recommending awarding the project to R.A. Cullinan. The project involved federal funds, and the city had already entered into an agreement with IDOT. However, since the project was over budget, Council approval was sought for recommending the award. A contingency of \$200,000 was requested to address any unforeseen issues during the project without causing delays.

Council Member Orrick inquired about the pace of Illinois American Water's work on Derby Street, expressing concerns about potential delays.

City Engineer Ms. Josie Esker explained the complexities of water main work and the ongoing communication with the contractor.

Council Member Hilst raised concerns about the previous phase of the project and suggested considering another bidder. However, Ms. Esker explained that federal funding projects generally favored the lowest bidder and that changing the contractor might not be feasible.

Council Member Nutter asked about the location of the PPUATS grant in the budget, and Ms. Esker clarified that the funds wouldn't come directly to the city but would be deducted from the project's overall cost. The project's budget and the request for a \$200,000 contingency were explained.

Council Member Nutter also inquired about contracts with Illinois American Water and Ameren. Ms. Esker provided details about these contracts and the already approved costs.

Council Member Hilst discussed concerns about budget allocation and contract terms.

Council Member Abel asked about the status of the contract with Illinois American Water, and Ms. Esker explained that it was forthcoming.

Council Member Hilst made a motion to amend the resolution, seconded by Council Member Cloyd to award the bid to Ottobaum, but later rescinded it when it became clear that the council's options were limited.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

7.5. Mayor's Report to Council of Dismissal of Commission Member

Council discussed agenda items 7.4.1 and/or 7.5, which pertained to the removal of Deborah Montgomery from the Historic Preservation Commission.

City Attorney Kate Swise clarified that no action needed to be taken on that item as it was for filing and notification purposes.

Council Member Orrick then asked about the mayor's power to remove someone from their position according to the State Code.

City Attorney Ms. Swise explained that the Illinois Municipal Code provides a procedure for the mayor to remove an appointed officer based on written charges, with the possibility of reinstatement through a two-thirds council vote.

Mayor Burress further explained that when Ms. Montgomery requested a private discussion with only herself, she could not comply due to the nature of the matter.

Council Member Cloyd asked if the discussion about the incident would occur at that moment, and City Attorney Ms. Swise clarified that the discussion could take place either during that agenda item or the subsequent one.

Ms. Swise also mentioned that the statute did not strictly require filing the report, but it was included in the packet for procedural reasons.

Council Member Cloyd and the Mayor agreed to move on to agenda item 7.5, which dealt with the discussion surrounding the incident and the removal of the appointed officer. It was clarified that the report had been provided and discussed, meeting the requirements of the statute, and the decision whether to vote to file the report was up to the council. The discussion indicated a procedural understanding of the legal requirements and the council's options regarding the matter. No vote was taken.

7.6. Resolution No. 48-23/24 Approving the Reinstatement of Deborah Montgomery to the Historic Preservation Commission

A motion was made by Council Member Cloyd to approve Resolution No. 48-23/24, which involved the reinstatement of Deborah Montgomery to the Historic Preservation Commission. Council Member Orrick seconded the motion. Council Member Cloyd then expressed her thoughts on the matter, emphasizing the importance of abiding by the spirit and letter of the law, particularly when dealing with volunteers and citizens who contribute to the community. She mentioned examples of citizens being honored for their contributions and urged the council to consider reinstating Ms. Montgomery.

Mayor Burress called for any other discussion on the matter.

Council Member Nutter provided his perspective, mentioning that he had read the points mentioned in the bulletins and that he believed Ms. Montgomery did not follow the proper protocol and challenged the City Clerk's authority. He

referred to the actions of the Historic Preservation Commission and his interactions with them. He stated that he could not support reinstating Ms. Montgomery based on his observations.

Council Member Cloyd responded, discussing the training provided to different committees and the need for consistent training and support. She highlighted the flaws in the training process and the potential negative consequences for citizens who are not adequately supported. She expressed concerns about the reputation of citizens like Ms. Montgomery and the need for the council to think outside the box and address these issues.

RESULT:	FAILED [3 TO 4]
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	Lloyd Orrick, Council Member
AYES:	Rick Hilst, Becky Cloyd, Lloyd Orrick
NAYS:	Karen Hohimer, Dave Nutter, Mary Burress, John P Abel

Motion to: **Remove New Business Item 7.7 Resolution No 49-23/24 Mayor's Appointment of David B. Nutter as Mayor Pro Tem to the City Council for a term until April 30, 2024 and John P. Abel as 1st Alternate Mayor Pro Tem to the City Council for a term until April 30, 2024 from the Agenda**

RESULT:	ADOPTED [6 TO 0]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Nutter, Cloyd, Burress, Orrick, Abel
ABSTAIN:	Karen Hohimer

7.7. Resolution No. 49-23/24 Mayor's Appointment of David B. Nutter as Mayor Pro Tem to the City Council for a term until April 30, 2024 and John P. Abel as 1st Alternate Mayor Pro Tem to the City Council for a term until April 30, 2024

A motion was made by Council Member Hilst seconded by Council Member Orrick to adopt the Mayor's appointment of David B. Nutter as Mayor Pro Tem to the City Council for a term until April 30, 2024 and John Abel as First Alternate Mayor Pro Tem to the City Council for a term until April 30, 2024.

Council Member Hilst expressed his reason for pulling the item off of the Consent Agenda, clarifying that his concern wasn't related to the names involved in the appointments but rather the process. He mentioned that the item had been added to the agenda on short notice, contrary to the policy that requires a ten-day notice for new agenda items.

Council Member Hilst motioned to have the item removed from that night's agenda based on the violation of the policy.

The Mayor asked for legal clarification from the City Attorney, Ms. Kate Swise, who confirmed the existence of the policy that requires ten-day notice for agenda items and that typically staff or the City Manager could add items more last-minute. She noted that appointments often go into the consent agenda without much staff discussion.

The Mayor acknowledged the situation and expressed her intention to bring everyone together, while also admitting to not being well-informed on the matter.

Council Member Hilst reiterated that his concern was about policy adherence and its importance as an example for the public.

Council Member Nutter seconded the motion to have the item removed, emphasizing the need to adhere to policies.

The Mayor accepted the decision, acknowledging that if an item is pulled, no action is taken on it. She also encouraged better communication among council members and a collaborative approach.

RESULT:	REMOVED [6 TO 0]
MOVER:	Rick Hilst, Councilman
SECONDER:	Dave Nutter, Councilman
AYES:	Hilst, Nutter, Cloyd, Burress, Orrick, Abel
ABSTAIN:	Karen Hohimer

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

City Attorney, Ms. Kate Swise, announced that she had located the ordinance approving the extension to the Central Business District TIF by Ordinance No. 3044-21/22 Approving and Adopting an Extension to the Redevelopment Plan Projects, Redevelopment Project Area and Tax Increment Financing for the Pekin Central Business District TIF approved by the Council January 24, 2022.

Interim City Manager and Police Chief John Dossey provided an update on recent communications. He mentioned that Mr. Bresnahan had contacted him after the Downtown Super Cruise event, discussing an issue related to "Gro Up." He acknowledged that he hadn't had much time to delve into it due to his busy schedule. He elaborated that Mr. Bresnahan had tried to reach him earlier in the day but had been engaged in a meeting. He admitted not having had the chance to return the call or to investigate the local law issues connected to the matter. While he wasn't fully aware of the specifics of the pipes and regulations mentioned by Mr. Bresnahan, Chief believed that some legal changes might impact the situation. He acknowledged that the laws in question might result in nothing more than potential notices to appear. However, he emphasized that he couldn't provide a definitive assessment without examining the details firsthand. He assured the Council that he would connect with Mr. Bresnahan to gain a clearer understanding of the issue. Chief Dossey continued his update and shared information regarding outreach from Mr. McNish regarding solar-related matters. He mentioned that, Mr. Paul Belcher from Code Enforcement, had reached out on a Saturday and had made inquiries to certain solicitors. To clarify the city's stance, he emphasized that the city had not entered into any partnerships with solar companies. He acknowledged that Mr. McNish likely had a range of questions, many of which pertained to inspections and enforcement. Although these aspects were covered during inspections, Chief Dossey reassured the Council that he and his team would endeavor to provide comprehensive answers.

Additionally, Mr. Dossey expanded on the city's approach to background checks for solicitors. He clarified that the city conducts background checks on solicitors and requires them to possess a city-issued identification as part of the licensing process. However, he underscored that this identification doesn't indicate city support or partnership with the solicitors; it is merely a form of identification that they should possess. He emphasized that the identification should prominently display a marigold that says "City of Pekin". In cases where solicitors lack this valid identification, they should not be engaging in solicitation activities. Mr. Dossey encouraged the public to be vigilant and exercise due diligence when interacting with solicitors, especially during storm seasons or instances of property damage. He suggested utilizing resources such as the Better Business Bureau, the Attorney General's Office, and reaching out to the city's authorities. In order to make informed decisions, Mr. Dossey* advocated for taking the time to research, not rushing into agreements, and being

cautious of high-pressure tactics. He emphasized that hastily signing agreements could potentially relinquish certain rights without full understanding. Mr. Dossey urged citizens to be wary if solicitors are pressuring them to sign immediately and advised that such situations should trigger further investigation. He encouraged individuals to contact the police department if they suspect unlicensed solicitation, assuring that appropriate action would be taken in such cases.

Council Member Hilst took a moment to acknowledge the passing of Bill Stallings, a former employee of the fire department. Mr. Stallings had served in the fire department for an impressive 33 years and retired in 2006. Regrettably, he passed away on August 7th. Council Member Hilst offered his sincere condolences to Mr. Stallings' family during this difficult time.

Council Member Abel shared insights from a recent meeting about a CO2 pipeline that could affect the community. Expressing concern, he noted the lack of regulations preventing a pipeline from being placed near residential areas. He mentioned ongoing efforts to establish a moratorium on the pipeline in Sangamon county and upcoming discussions with Tazewell County. He emphasized the financial impact of the project, indicating taxpayers would bear the cost of \$85 per ton. Council Member Able also recognized Nikki Chiarello for her exceptional work on the riverfront, praising her efforts to enhance the area's appearance and encouraging others to follow suit.

Council Member Hohimer took the opportunity to remind everyone that the school year is about to commence. She emphasized the importance of being familiar with school bus laws and cautioned against passing a school bus when its stop sign is out. She encouraged vigilance in ensuring the safety of children as they travel to and from school.

Council Member Nutter announced an upcoming event, the downtown street party scheduled for the 26th of August. He shared that the event would feature a performance by the well-regarded band Revel in Red and would be held on the 300 block of Court Street. The event was set to begin at 5:00 PM, and he expressed anticipation for what he believed would be a successful and enjoyable occasion.

Council Member Orrick extended his gratitude to the Chamber, the Marigold Committee, and all the volunteers involved in making the successful Marigold Festival possible. He also mentioned the recent crowning of Miss Marigold. Shifting his focus, he addressed a growing concern related to the homeless situation in the downtown area. He acknowledged that downtown businesses were facing challenges due to this issue and expressed his desire for a comprehensive plan to address it. He emphasized that the plan shouldn't necessarily involve hiring additional personnel, but rather could involve the redeployment of existing staff. Council Member Orrick spoke of the potential need for new ordinances to effectively tackle the issue and stated his willingness to support such measures. He cited instances of homeless individuals moving to different parts of the city, even to the Far East Side, and mentioned reports of panhandling near Wal-Mart. He firmly believed that a well-structured plan, developed by Chief Dossey and the city staff, was essential to address the matter effectively. He concluded by highlighting that positive outcomes often arise from well-executed plans, echoing Council Member Nutter's sentiment, and expressed hope for the council's concurrence on this issue.

Mayor Burress began by acknowledging that Wednesday marked the completion of the first hundred days in office, clarifying that the accomplishments discussed were a collective effort involving the council and staff. She shared that she had reached out to the interim city manager and department heads to compile a list of achievements within this period. Starting with updates from the City Engineer, Ms. Josie Esker, it was highlighted that the Derby Street construction between 8th Street and 14th Street was underway. The Court Street Project,

spanning from Stadium Drive to Valle Vista, was also in progress. In addition, a concrete parking lot behind the 300 block of Asher's had been developed. The engineering department had achieved a milestone by being fully staffed. Shifting focus to other accomplishments, the Mayor discussed her correspondence with the Interim City Manager, Mr. John Dossey. They had appointed an interim city manager, conducted interviews, and were continuing the selection process. The code enforcement officer situation was addressed, with efforts being made to hire a second officer. Moreover, the city was in the process of offering a social worker position and working on the TIF agreements. Collaboration with department heads and efforts to ensure the city's protection while attracting business were highlighted. The Mayor stressed that the city wasn't giving itself away but was carefully fostering growth. The Mayor expressed that the city was working on the CO2 pipeline issue and the residential TIF's. She noted the completion of the 2020 audit and a significant advancement in the second year audit within six months, mentioning Mr. Grogan's involvement. The Mayor also mentioned the dedication of the Costley-Legins Memorial at the Park. She acknowledged the recent opening of La Fiesta and Whiskey Taco, with a catfish tournament called Twisted Cat bringing revenue-generating opportunities to town. Various events were scheduled, including a downtown street party and the appearance of the band Revel in Red. The Mayor concluded by expressing her pride in the collective progress achieved in the first hundred days of her term.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

ADJOURN

There being no further business of the Council, a motion was made by Councilmember Cloyd seconded by Councilmember Orrick to adjourn the meeting. Motion carried viva voice. Mayor Burrell adjourned the meeting at 8:45 PM.

 PROCEEDINGS OF THE SPECIAL MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON FRIDAY AUGUST 18, 2023 AT 3:00 O'CLOCK P.M.
 MAYOR MARY BURRESS PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Mary J. Burress.

Council Members received notice of a Special Meeting of the City Council on August 14, 2023 for the Purpose of an Executive Session to discuss under 5 ILCS 120/2 (c) (1.) The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	3:02 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	3:02 PM
Dave Nutter	City of Pekin	Councilman	Present	3:02 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	3:02 PM
Mary Burress	City of Pekin	Mayor	Present	3:02 PM
Lloyd Orrick	City of Pekin	Council Member	Present	3:02 PM
John P Abel	City of Pekin	Councilman	Present	3:02 PM

APPROVE AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

PUBLIC INPUT

There was no public input received.

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

EXECUTIVE SESSION 5 ILCS 120/2 (C) (1.) THE APPOINTMENT, EMPLOYMENT, COMPENSATION, DISCIPLINE, PERFORMANCE OR DISMISSAL OF SPECIFIC EMPLOYEES OF THE PUBLIC BODY OR LEGAL COUNSEL FOR THE PUBLIC BODY

Motion was made by Council Member Nutter, seconded by Council Member Orrick to move to Closed Session under 5 ILCS 120/2 (c) (1.) The Appointment, Employment, Compensation, Discipline, Performance or Dismissal of Specific Employees of the Public

Minutes Acceptance: Minutes of Aug 18, 2023 3:00 PM (Approval of Minutes)

Body or Legal Counsel for the Public Body at 3:04 PM. On roll call vote all present voted Aye. Motion carried.

Full Council returned to open session at 5:55 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Nutter, Cloyd, Burress, Orrick, Abel

ADJOURN

There being no further business to come before the Council, a motion was made by Council Member Orrick, seconded by Council Member Cloyd to adjourn the meeting. Motion carried viva voce.

Mayor Burress adjourned the meeting at 5:55 PM.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: August 28, 2023
To: Council Members
From: Roy Beckham, Assistant Finance Director

AGENDA ITEM: Financial Reports July 2023

REQUIRED SIGNATURES

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

City Manager:
Date:

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100	General Fund					
100-001-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-510100	Salary: Elected Officials	\$ 50,000.00	\$ 4,166.69	\$ 10,481.80	\$ 39,518.20	20.96%
100-001-511600	Salary: All Personnel	\$ 100,643.00	\$ -	\$ -	\$ 100,643.00	0.00%
100-001-515500	Vacation Pay	\$ 3,870.00	\$ -	\$ -	\$ 3,870.00	0.00%
100-001-515600	Holiday Pay	\$ 3,769.00	\$ -	\$ -	\$ 3,769.00	0.00%
100-001-515800	Sick Pay	\$ 519.00	\$ -	\$ -	\$ 519.00	0.00%
100-001-517000	Oasdi/city Share 6.2%	\$ 9,846.00	\$ 258.31	\$ 649.80	\$ 9,196.20	6.60%
100-001-517001	Medicare/city Share 1.45%	\$ 2,303.00	\$ 60.41	\$ 151.96	\$ 2,151.04	6.60%
100-001-517401	IMRF	\$ 10,010.00	\$ -	\$ -	\$ 10,010.00	0.00%
100-001-517402	ICMA Retirement	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-518000	Group Insurance	\$ 20,151.00	\$ -	\$ -	\$ 20,151.00	0.00%
100-001-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-518300	Workers Comp Insurance	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-001-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 202,611.00	\$ 4,485.41	\$ 11,283.56	\$ 191,327.44	5.57%
100-001-519000	Training And Education	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	0.00%
	Training & Education	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	0.00%
100-001-520200	Office Supplies	\$ 150.00	\$ 32.04	\$ 118.04	\$ 31.96	78.69%
100-001-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-001-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 250.00	\$ 32.04	\$ 118.04	\$ 131.96	47.22%
100-001-518100	Liability Insurance Premiums	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	0.00%
100-001-524000	Lease/rental Of Equipment	\$ 1,400.00	\$ 127.71	\$ 383.13	\$ 1,016.87	27.37%
100-001-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-538000	Maintenance Agreements	\$ 2,500.00	\$ -	\$ 862.30	\$ 1,637.70	34.49%
100-001-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-551600	Dues And Subscriptions	\$ 2,000.00	\$ -	\$ 150.00	\$ 1,850.00	7.50%
100-001-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-569000	Other Contractual Service	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
100-001-598100	Public Relations	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 28,900.00	\$ 127.71	\$ 1,395.43	\$ 27,504.57	4.83%
100-001-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-551000	Printing And Publications	\$ 200.00	\$ -	\$ 215.60	\$ (15.60)	107.80%
100-001-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-001-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 200.00	\$ -	\$ 215.60	\$ (15.60)	107.80%
001	Administration	\$ (237,961.00)	\$ (4,645.16)	\$ (13,012.63)	\$ (224,948.37)	5.47%
100-003-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-003-511600	Salary: All Personnel	\$ 132,560.00	\$ -	\$ -	\$ 132,560.00	0.00%
100-003-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-515500	Vacation Pay	\$ 5,576.00	\$ -	\$ -	\$ 5,576.00	0.00%
100-003-515600	Holiday Pay	\$ 5,576.00	\$ -	\$ -	\$ 5,576.00	0.00%
100-003-515800	Sick Pay	\$ 1,288.00	\$ -	\$ -	\$ 1,288.00	0.00%
100-003-517000	Oasdi/city Share 6.2%	\$ 8,990.00	\$ -	\$ -	\$ 8,990.00	0.00%
100-003-517001	Medicare/city share 1.45%	\$ 2,103.00	\$ -	\$ -	\$ 2,103.00	0.00%
100-003-517401	IMRF	\$ 13,340.00	\$ -	\$ -	\$ 13,340.00	0.00%
100-003-518000	Group Insurance	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	0.00%
100-003-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-518300	Workers Comp Insurance	\$ 350.00	\$ -	\$ -	\$ 350.00	0.00%
100-003-559000	Medical Expense/Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 194,783.00	\$ -	\$ -	\$ 194,783.00	0.00%
100-003-519000	Training And Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Training & Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-003-520200	Office Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-003-520400	Postage	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
100-003-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 750.00	\$ -	\$ -	\$ 750.00	0.00%
100-003-518100	Liability Insurance Premiums	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
100-003-551600	Dues And Subscriptions	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-003-560600	Corporate Counsel Fees	\$ 75,000.00	\$ 1,095.00	\$ 33,857.85	\$ 41,142.15	45.14%
100-003-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-561001	Legal Services - Police Labor	\$ 10,000.00	\$ 433.40	\$ 1,273.40	\$ 8,726.60	12.73%
100-003-561002	Legal Services - Fire Labor	\$ 10,000.00	\$ 400.00	\$ 3,561.00	\$ 6,439.00	35.61%
100-003-561003	Legal Services - Teamsters	\$ 10,000.00	\$ -	\$ 3,266.00	\$ 6,734.00	32.66%
100-003-561004	Admin Hearing Officer	\$ 10,000.00	\$ -	\$ 1,650.00	\$ 8,350.00	16.50%
100-003-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-593000	Suits And Damages	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 123,000.00	\$ 1,928.40	\$ 43,608.25	\$ 79,391.75	35.45%
100-003-587100	Office Equipment & Furniture	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Capital Outlay	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-003-518700	Mileage	\$ 150.00	\$ -	\$ -	\$ 150.00	0.00%
100-003-551000	Printing And Publications	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-003-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-003-599700	Income Credit	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 650.00	\$ -	\$ -	\$ 650.00	0.00%
003	Legal	\$ (326,183.00)	\$ (1,928.40)	\$ (43,608.25)	\$ (282,574.75)	13.37%
100-004-451600	Dog Reclamation Fees	\$ 5,000.00	\$ 700.00	\$ 2,525.00	\$ 2,475.00	50.50%
100-004-451900	Sales - Ordinances & Maps	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-452100	Liquor License App Fees	\$ 750.00	\$ 150.00	\$ 600.00	\$ 150.00	80.00%
100-004-452200	Vicious Dog Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-452500	Dangerous Dog Fee	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
	Fees/Charges For Service	\$ 5,950.00	\$ 850.00	\$ 3,125.00	\$ 2,825.00	52.52%
100-004-463700	Liquor Fines	\$ 500.00	\$ -	\$ 1,500.00	\$ (1,000.00)	300.00%
	Fines And Forfeitures	\$ 500.00	\$ -	\$ 1,500.00	\$ (1,000.00)	300.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-004-420100	Liquor Licenses	\$ 71,000.00	\$ 1,900.00	\$ 4,608.33	\$ 66,391.67	6.49%
100-004-420200	Cigarette Licenses	\$ 1,850.00	\$ -	\$ 100.00	\$ 1,750.00	5.41%
100-004-420300	One Day Liquor License	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-420400	Juke Box Licenses	\$ 600.00	\$ 25.00	\$ 125.00	\$ 475.00	20.83%
100-004-420600	Auctioneer Licenses	\$ 60.00	\$ -	\$ 50.00	\$ 10.00	83.33%
100-004-420650	Body Works License	\$ 450.00	\$ -	\$ 250.00	\$ 200.00	55.56%
100-004-421100	Peddler Licenses	\$ 350.00	\$ 1,750.02	\$ 3,850.02	\$ (3,500.02)	1100.01%
100-004-421200	Push Carts	\$ 250.00	\$ -	\$ 250.00	\$ -	100.00%
100-004-421300	Transient Merchant License	\$ 800.00	\$ 350.00	\$ 450.00	\$ 350.00	56.25%
100-004-421400	Mechanical Amusement Machine	\$ 3,154.00	\$ -	\$ 500.00	\$ 2,654.00	15.85%
100-004-421500	State Video Machines	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	0.00%
100-004-421505	Video Gaming Est. Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-421510	Theater License	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-421600	Secondhand Dlr/Pawnbroker	\$ 250.00	\$ -	\$ 50.00	\$ 200.00	20.00%
100-004-421700	Raffle License	\$ 900.00	\$ 170.00	\$ 300.00	\$ 600.00	33.33%
100-004-421800	Billiards,Bowling,Pool License	\$ 700.00	\$ -	\$ 125.00	\$ 575.00	17.86%
100-004-421900	Bowling License	\$ 25.00	\$ -	\$ -	\$ 25.00	0.00%
100-004-422200	Taxicab License	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-004-422300	Scrap Dealer License	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-422900	Miscellaneous Licenses	\$ 600.00	\$ -	\$ -	\$ 600.00	0.00%
100-004-426200	Loudspeaker Permits	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
100-004-426300	Special Events Permits	\$ 275.00	\$ 25.00	\$ 175.00	\$ 100.00	63.64%
	Licenses And Permits	\$ 281,414.00	\$ 4,220.02	\$ 10,833.35	\$ 270,580.65	3.85%
100-004-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-499800	Miscellaneous Receipts	\$ 200.00	\$ 24.40	\$ 25.70	\$ 174.30	12.85%
100-004-499802	Cash Over/Short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 200.00	\$ 24.40	\$ 25.70	\$ 174.30	12.85%
100-004-511600	Salary: All Personnel	\$ 141,735.00	\$ 10,610.18	\$ 38,351.67	\$ 103,383.33	27.06%
100-004-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-515500	Vacation Pay	\$ 12,500.00	\$ 1,144.83	\$ 3,625.29	\$ 8,874.71	29.00%
100-004-515600	Holiday Pay	\$ 7,000.00	\$ 619.86	\$ 1,239.72	\$ 5,760.28	17.71%
100-004-515800	Sick Pay	\$ 1,500.00	\$ 22.34	\$ 22.34	\$ 1,477.66	1.49%
100-004-517000	Oasdi/city Share 6.2%	\$ 10,090.00	\$ 738.04	\$ 2,584.28	\$ 7,505.72	25.61%
100-004-517001	Medicare/city Share 1.45%	\$ 2,360.00	\$ 172.60	\$ 604.36	\$ 1,755.64	25.61%
100-004-517401	IMRF	\$ 15,000.00	\$ 901.28	\$ 3,143.48	\$ 11,856.52	20.96%
100-004-518000	Group Insurance	\$ 28,000.00	\$ 2,491.10	\$ 7,473.30	\$ 20,526.70	26.69%
100-004-518300	Workers Comp Insurance	\$ 385.00	\$ -	\$ -	\$ 385.00	0.00%
100-004-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 218,570.00	\$ 16,700.23	\$ 57,044.44	\$ 161,525.56	26.10%
100-004-519000	Training And Education	\$ 3,000.00	\$ -	\$ 274.77	\$ 2,725.23	9.16%
	Training & Education	\$ 3,000.00	\$ -	\$ 274.77	\$ 2,725.23	9.16%
100-004-520200	Office Supplies	\$ 150.00	\$ -	\$ 31.99	\$ 118.01	21.33%
100-004-520400	Postage	\$ 250.00	\$ 4.05	\$ 16.89	\$ 233.11	6.76%
100-004-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 400.00	\$ 4.05	\$ 48.88	\$ 351.12	12.22%
100-004-518100	Liability Insurance Premiums	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
100-004-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-004-551600	Dues And Subscriptions	\$ 750.00	\$ -	\$ -	\$ 750.00	0.00%
100-004-569000	Other Contractual Service	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-004-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 12,750.00	\$ -	\$ -	\$ 12,750.00	0.00%
100-004-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-518700	Mileage	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
100-004-551000	Printing And Publications	\$ 5,000.00	\$ 115.04	\$ 115.04	\$ 4,884.96	2.30%
100-004-554200	Meals Lodging	\$ 400.00	\$ -	\$ -	\$ 400.00	0.00%
100-004-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-004-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 5,450.00	\$ 115.04	\$ 115.04	\$ 5,334.96	2.11%
100-004-520941	Transfer to Police Pension	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	0.00%
100-004-520944	Transfer to Fire Pension	\$ 120,000.00	\$ -	\$ -	\$ 120,000.00	0.00%
	Transfers To Other Funds	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	0.00%
004	City Clerk	\$ (152,106.00)	\$ (11,724.90)	\$ (41,999.08)	\$ (110,106.92)	27.61%
100-005-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-511600	Salary: All Personnel	\$ 118,029.00	\$ 2,442.64	\$ 9,884.43	\$ 108,144.57	8.37%
100-005-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-515500	Vacation Pay	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	0.00%
100-005-515600	Holiday Pay	\$ 3,500.00	\$ 128.56	\$ 257.12	\$ 3,242.88	7.35%
100-005-515800	Sick Pay	\$ 1,500.00	\$ -	\$ 80.36	\$ 1,419.64	5.36%
100-005-517000	Oasdi/city Share 6.2%	\$ 8,186.00	\$ 155.01	\$ 620.52	\$ 7,565.48	7.58%
100-005-517001	Medicare/city Share 1.45%	\$ 1,914.00	\$ 36.22	\$ 145.12	\$ 1,768.88	7.58%
100-005-517401	IMRF	\$ 9,599.00	\$ 186.90	\$ 743.10	\$ 8,855.90	7.74%
100-005-518000	Group Insurance	\$ 12,000.00	\$ 521.56	\$ 1,564.64	\$ 10,435.36	13.04%
100-005-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-518300	Workers Comp Insurance	\$ 400.00	\$ -	\$ -	\$ 400.00	0.00%
100-005-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Personnel	\$ 164,628.00	\$ 3,470.89	\$ 13,295.29	\$ 151,332.71	8.08%
100-005-519000	Training And Education	\$ 7,500.00	\$ 735.00	\$ 735.00	\$ 6,765.00	9.80%
	Training & Education	\$ 7,500.00	\$ 735.00	\$ 735.00	\$ 6,765.00	9.80%
100-005-520200	Office Supplies	\$ 600.00	\$ -	\$ 92.66	\$ 507.34	15.44%
100-005-520400	Postage	\$ 250.00	\$ 14.17	\$ 16.92	\$ 233.08	6.77%
100-005-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 850.00	\$ 14.17	\$ 109.58	\$ 740.42	12.89%
100-005-518100	Liability Insurance Premiums	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	0.00%
100-005-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-551600	Dues And Subscriptions	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
100-005-569000	Other Contractual Service	\$ 50,000.00	\$ -	\$ 16,255.51	\$ 33,744.49	32.51%
100-005-597900	Employee Recognition	\$ 1,500.00	\$ 510.00	\$ 1,044.20	\$ 455.80	69.61%
100-005-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 68,000.00	\$ 510.00	\$ 17,299.71	\$ 50,700.29	25.44%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-005-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-551000	Printing And Publications	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-005-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-005-599000	Miscellaneous	\$ -	\$ 349.98	\$ 349.98	\$ (349.98)	0.00%
100-005-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 5,000.00	\$ 349.98	\$ 349.98	\$ 4,650.02	7.00%
005	Personnel	\$ (245,978.00)	\$ (5,080.04)	\$ (31,789.56)	\$ (214,188.44)	12.92%
100-006-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-511600	Salary: All Personnel	\$ 284,828.00	\$ 23,723.62	\$ 71,618.90	\$ 213,209.10	25.14%
100-006-515000	Overtime	\$ -	\$ -	\$ 21.32	\$ (21.32)	0.00%
100-006-515500	Vacation Pay	\$ 15,000.00	\$ 1,174.21	\$ 8,562.58	\$ 6,437.42	57.08%
100-006-515600	Holiday Pay	\$ 12,000.00	\$ 778.93	\$ 1,745.96	\$ 10,254.04	14.55%
100-006-515800	Sick Pay	\$ 5,500.00	\$ 37.90	\$ 1,214.04	\$ 4,285.96	22.07%
100-006-517000	Oasdi/city Share 6.2%	\$ 20,042.00	\$ 1,548.15	\$ 5,019.32	\$ 15,022.68	25.04%
100-006-517001	Medicare/city Share 1.45%	\$ 4,687.00	\$ 362.09	\$ 1,173.99	\$ 3,513.01	25.05%
100-006-517401	IMRF	\$ 24,196.00	\$ 1,869.49	\$ 6,046.04	\$ 18,149.96	24.99%
100-006-518000	Group Insurance	\$ 75,000.00	\$ 5,516.73	\$ 16,162.42	\$ 58,837.58	21.55%
100-006-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-518300	Workers Comp Insurance	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-006-559000	Medical Expense/supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
	Personnel	\$ 442,953.00	\$ 35,011.12	\$ 111,564.57	\$ 331,388.43	25.19%
100-006-519000	Training And Education	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
	Training & Education	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
100-006-520200	Office Supplies	\$ 1,500.00	\$ -	\$ 434.18	\$ 1,065.82	28.95%
100-006-520400	Postage	\$ 3,500.00	\$ 213.39	\$ 853.13	\$ 2,646.87	24.38%
100-006-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 5,000.00	\$ 213.39	\$ 1,287.31	\$ 3,712.69	25.75%
100-006-518100	Liability Insurance Premiums	\$ 16,500.00	\$ -	\$ -	\$ 16,500.00	0.00%
100-006-524000	Lease/rental Of Equipment	\$ 1,600.00	\$ 127.71	\$ 383.13	\$ 1,216.87	23.95%
100-006-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-538000	Maintenance Agreements	\$ 1,100.00	\$ -	\$ 174.99	\$ 925.01	15.91%
100-006-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-551600	Dues And Subscriptions	\$ 850.00	\$ -	\$ 66.95	\$ 783.05	7.88%
100-006-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-560800	Collection Agency Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-569000	Other Contractual Service	\$ 60,000.00	\$ 1,090.98	\$ 24,191.92	\$ 35,808.08	40.32%
100-006-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 80,050.00	\$ 1,218.69	\$ 24,816.99	\$ 55,233.01	31.00%
100-006-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Capital Outlay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-006-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-006-551000	Printing And Publications	\$ 3,500.00	\$ 808.79	\$ 1,500.87	\$ 1,999.13	42.88%
100-006-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-006-599000	Miscellaneous	\$ -	\$ -	\$ 4.95	\$ (4.95)	0.00%
100-006-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 3,500.00	\$ 808.79	\$ 1,505.82	\$ 1,994.18	43.02%
100-006-520900	Transfer To Tpecc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
006	Finance	\$ (547,503.00)	\$ (37,251.99)	\$ (139,174.69)	\$ (408,328.31)	25.42%
100-007-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-511600	Salary: All Personnel	\$ 241,711.00	\$ 11,913.54	\$ 38,359.60	\$ 203,351.40	15.87%
100-007-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-515500	Vacation Pay	\$ 12,789.00	\$ 101.35	\$ 4,968.71	\$ 7,820.29	38.85%
100-007-515600	Holiday Pay	\$ 9,745.00	\$ 653.66	\$ 1,140.01	\$ 8,604.99	11.70%
100-007-515800	Sick Pay	\$ 7,862.00	\$ 516.60	\$ 947.64	\$ 6,914.36	12.05%
100-007-517000	Oasdi/city Share 6.2%	\$ 15,671.00	\$ 772.04	\$ 2,687.69	\$ 12,983.31	17.15%
100-007-517001	Medicare/city Share 1.45%	\$ 3,660.00	\$ 180.53	\$ 628.44	\$ 3,031.56	17.17%
100-007-517401	IMRF	\$ 31,403.00	\$ 950.42	\$ 3,277.34	\$ 28,125.66	10.44%
100-007-518000	Group Insurance	\$ 58,562.00	\$ 5,034.53	\$ 13,372.76	\$ 45,189.24	22.84%
100-007-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-518300	Workers Comp Insurance	\$ 8,500.00	\$ -	\$ -	\$ 8,500.00	0.00%
100-007-554300	Uniforms And Tools	\$ 500.00	\$ 359.65	\$ 381.63	\$ 118.37	76.33%
100-007-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-559000	Medical Expense/supplies	\$ -	\$ 108.00	\$ 108.00	\$ (108.00)	0.00%
	Personnel	\$ 390,403.00	\$ 20,590.32	\$ 65,871.82	\$ 324,531.18	16.87%
100-007-519000	Training And Education	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00%
	Training & Education	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00%
100-007-520200	Office Supplies	\$ 400.00	\$ -	\$ 51.65	\$ 348.35	12.91%
100-007-520400	Postage	\$ 400.00	\$ 3.77	\$ 23.63	\$ 376.37	5.91%
100-007-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-522400	General Supplies	\$ 500.00	\$ 72.57	\$ 113.29	\$ 386.71	22.66%
100-007-529000	Equipment	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-007-556100	Gasoline/diesel Fuel	\$ 3,000.00	\$ 400.40	\$ 875.35	\$ 2,124.65	29.18%
	Supplies & Materials	\$ 5,300.00	\$ 476.74	\$ 1,063.92	\$ 4,236.08	20.07%
100-007-518100	Liability Insurance Premiums	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	0.00%
100-007-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-534000	Automotive Expense	\$ -	\$ -	\$ 100.18	\$ (100.18)	0.00%
100-007-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-551600	Dues And Subscriptions	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	0.00%
100-007-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-569000	Other Contractual Service	\$ 125,000.00	\$ -	\$ (6,400.00)	\$ 131,400.00	-5.12%
100-007-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 136,500.00	\$ -	\$ (6,299.82)	\$ 142,799.82	-4.62%
100-007-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-587100	Office Equipment & Furniture	\$ -	\$ -	\$ 395.00	\$ (395.00)	0.00%
100-007-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ 395.00	\$ (395.00)	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-007-518700	Mileage	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-007-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-593300	Lien Filing Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-007-520231	Transfer To Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-520240	Transfer To Motor Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
100-007-520261	Transfer To Hud #2	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
007	Public Works	\$ (536,203.00)	\$ (21,067.06)	\$ (61,030.92)	\$ (475,172.08)	11.38%
100-009-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-511600	Salary: All Personnel	\$ 80,706.00	\$ 7,195.23	\$ 22,416.33	\$ 58,289.67	27.78%
100-009-515000	Overtime	\$ 5,000.00	\$ 1,867.15	\$ 5,960.24	\$ (960.24)	119.20%
100-009-515500	Vacation Pay	\$ 8,000.00	\$ -	\$ 3,111.05	\$ 4,888.95	38.89%
100-009-515600	Holiday Pay	\$ 5,000.00	\$ 389.30	\$ 1,181.54	\$ 3,818.46	23.63%
100-009-515800	Sick Pay	\$ 3,500.00	\$ 201.47	\$ 447.17	\$ 3,052.83	12.78%
100-009-517000	Oasdi/city Share 6.2%	\$ 6,337.00	\$ 574.58	\$ 1,976.81	\$ 4,360.19	31.19%
100-009-517001	Medicare/city Share 1.45%	\$ 1,482.00	\$ 134.35	\$ 462.30	\$ 1,019.70	31.19%
100-009-517401	IMRF	\$ 11,000.00	\$ 701.79	\$ 2,407.59	\$ 8,592.41	21.89%
100-009-518000	Group Insurance	\$ 24,000.00	\$ 1,729.63	\$ 5,188.90	\$ 18,811.10	21.62%
100-009-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-518300	Workers Comp Insurance	\$ 350.00	\$ -	\$ -	\$ 350.00	0.00%
100-009-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 145,375.00	\$ 12,793.50	\$ 43,151.93	\$ 102,223.07	29.68%
100-009-519000	Training And Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Training & Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-009-520200	Office Supplies	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-009-520400	Postage	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
100-009-522400	General Supplies	\$ 5,000.00	\$ 941.30	\$ 1,024.86	\$ 3,975.14	20.50%
100-009-529000	Equipment	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Supplies & Materials	\$ 5,800.00	\$ 941.30	\$ 1,024.86	\$ 4,775.14	17.67%
100-009-518100	Liability Insurance Premiums	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	0.00%
100-009-534400	Equipment Repairs	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-538000	Maintenance Agreements	\$ 1,112,000.00	\$ 128,520.47	\$ 362,964.19	\$ 749,035.81	32.64%
100-009-550300	Telephone	\$ 250,000.00	\$ 39,526.69	\$ 50,298.62	\$ 199,701.38	20.12%
100-009-551600	Dues And Subscriptions	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-569000	Other Contractual Service	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-009-599801	Computer Software	\$ 25,000.00	\$ -	\$ 8,086.50	\$ 16,913.50	32.35%
	Contractual Services	\$ 1,405,000.00	\$ 168,047.16	\$ 421,349.31	\$ 983,650.69	29.99%
100-009-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Capital Outlay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-009-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-529500	AVL Equipment	\$ 18,500.00	\$ 2,910.10	\$ 4,365.15	\$ 14,134.85	23.60%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-009-551000	Printing And Publications	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
100-009-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-009-599802	Computer Hardware	\$ 450,000.00	\$ 31,944.58	\$ 41,070.88	\$ 408,929.12	9.13%
	Other Expenditures	\$ 468,550.00	\$ 34,854.68	\$ 45,436.03	\$ 423,113.97	9.70%
009	I.T.	\$ (2,030,725.00)	\$ (216,636.64)	\$ (510,962.13)	\$ (1,519,762.87)	25.16%
100-032-410101	Re Tax Twp Levy-road & Br	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-412001	Replacement P/p Tax - Twp	\$ 95,000.00	\$ 14,676.50	\$ 32,830.72	\$ 62,169.28	34.56%
100-032-414001	Local Use Gas Tax	\$ -	\$ -	\$ -	\$ -	0.00%
	Taxes	\$ 95,000.00	\$ 14,676.50	\$ 32,830.72	\$ 62,169.28	34.56%
100-032-435000	IDOT - State Routes Maint	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-435200	Traffic Light Reimbursement	\$ 9,000.00	\$ -	\$ 1,652.50	\$ 7,347.50	18.36%
100-032-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 9,000.00	\$ -	\$ 1,652.50	\$ 7,347.50	18.36%
100-032-451800	50 / 50 Sidewalk Project	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-032-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-032-463500	Late Payment Penalty	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-494100	City Property Dmg Reimb	\$ 20,000.00	\$ 8,056.56	\$ 8,056.56	\$ 11,943.44	40.28%
	Fines And Forfeitures	\$ 20,000.00	\$ 8,056.56	\$ 8,056.56	\$ 11,943.44	40.28%
100-032-425200	Street Opening Permits	\$ 375,000.00	\$ 5,577.00	\$ 19,841.00	\$ 355,159.00	5.29%
100-032-425400	Curb Cuts	\$ -	\$ -	\$ -	\$ -	0.00%
	Licenses And Permits	\$ 375,000.00	\$ 5,577.00	\$ 19,841.00	\$ 355,159.00	5.29%
100-032-491500	Sale of Municiple Property	\$ -	\$ -	\$ 1,140.00	\$ (1,140.00)	0.00%
100-032-494500	Honorary Street Designation	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-495600	Insurance Reimbursements	\$ -	\$ -	\$ 8,229.13	\$ (8,229.13)	0.00%
100-032-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-499404	Sale Of Equipment	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-032-499406	Sale Of Salt /FBOP, PCHS	\$ 500.00	\$ -	\$ 2,730.00	\$ (2,230.00)	546.00%
100-032-499800	Miscellaneous Receipts	\$ 1,000.00	\$ 142.40	\$ 1,717.72	\$ (717.72)	171.77%
	Other Revenue	\$ 3,500.00	\$ 142.40	\$ 13,816.85	\$ (10,316.85)	394.77%
100-032-440445	Transfer from Capital Project	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-511600	Salary: All Personnel	\$ 460,500.00	\$ 32,919.51	\$ 136,180.14	\$ 324,319.86	29.57%
100-032-514800	Yard Crew	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-515000	Overtime	\$ 45,000.00	\$ 3,861.57	\$ 11,187.41	\$ 33,812.59	24.86%
100-032-515500	Vacation Pay	\$ 50,000.00	\$ 6,563.60	\$ 21,643.38	\$ 28,356.62	43.29%
100-032-515600	Holiday Pay	\$ 35,000.00	\$ 3,781.64	\$ 7,635.52	\$ 27,364.48	21.82%
100-032-515800	Sick Pay	\$ 30,000.00	\$ 1,318.11	\$ 12,999.24	\$ 17,000.76	43.33%
100-032-515900	Injury Pay	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-032-517000	Oasdi/city Share 6.2%	\$ 60,512.00	\$ 2,859.72	\$ 11,512.83	\$ 48,999.17	19.03%
100-032-517001	Medicare/city Share 1.45%	\$ 14,152.00	\$ 668.87	\$ 2,692.59	\$ 11,459.41	19.03%
100-032-517401	IMRF	\$ 70,955.00	\$ 3,516.44	\$ 13,770.90	\$ 57,184.10	19.41%
100-032-518000	Group Insurance	\$ 160,000.00	\$ 17,367.40	\$ 55,785.37	\$ 104,214.63	34.87%
100-032-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-518300	Workers Comp Insurance	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-554300	Uniforms And Tools	\$ 7,000.00	\$ -	\$ 3,500.00	\$ 3,500.00	50.00%
100-032-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ 44.00	\$ 456.00	8.80%
	Personnel	\$ 999,119.00	\$ 72,856.86	\$ 276,951.38	\$ 722,167.62	27.72%
100-032-519000	Training And Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Training & Education	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
100-032-520200	Office Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-032-520400	Postage	\$ 50.00	\$ -	\$ 0.60	\$ 49.40	1.20%
100-032-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-522400	General Supplies	\$ 50,000.00	\$ 459.46	\$ 8,568.69	\$ 41,431.31	17.14%
100-032-523000	Traffic/Street Signs & Marking	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
100-032-529000	Equipment	\$ 15,000.00	\$ 558.87	\$ 2,054.90	\$ 12,945.10	13.70%
100-032-535000	Material And Hauling	\$ 120,000.00	\$ 3,698.36	\$ 14,234.22	\$ 105,765.78	11.86%
100-032-556100	Gasoline/diesel Fuel	\$ 80,000.00	\$ 7,649.76	\$ 26,442.45	\$ 53,557.55	33.05%
	Supplies & Materials	\$ 285,550.00	\$ 12,366.45	\$ 51,300.86	\$ 234,249.14	17.97%
100-032-518100	Liability Insurance Premiums	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	0.00%
100-032-524000	Lease/rental Of Equipment	\$ 35,000.00	\$ 1,338.34	\$ 4,015.02	\$ 30,984.98	11.47%
100-032-532000	Electronic Equipment Main	\$ 50,000.00	\$ 5,872.55	\$ 7,116.55	\$ 42,883.45	14.23%
100-032-534000	Automotive Expense	\$ 125,000.00	\$ 5,680.59	\$ 22,357.31	\$ 102,642.69	17.89%
100-032-534400	Equipment Repairs	\$ 90,000.00	\$ 4,489.02	\$ 16,487.22	\$ 73,512.78	18.32%
100-032-534900	Sidewalk Renovation / Ins	\$ 200.00	\$ -	\$ 513.40	\$ (313.40)	256.70%
100-032-536000	Tree Removal / Replacemen	\$ 200,000.00	\$ 24,756.00	\$ 65,474.50	\$ 134,525.50	32.74%
100-032-536300	Snow Removal - Salt And C	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-538000	Maintenance Agreements	\$ 600.00	\$ -	\$ 126.47	\$ 473.53	21.08%
100-032-550100	Utilities	\$ 20,000.00	\$ 252.79	\$ 771.65	\$ 19,228.35	3.86%
100-032-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-550500	Electricity For Street Li	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-550600	Electricity For Signal Li	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-551600	Dues And Subscriptions	\$ 5,000.00	\$ 816.40	\$ 816.40	\$ 4,183.60	16.33%
100-032-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-561000	Attorney fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-561300	Testing Fees	\$ 1,000.00	\$ 236.00	\$ 546.00	\$ 454.00	54.60%
100-032-561301	Testing - Street Maintena	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-564100	Drainage Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-569000	Other Contractual Service	\$ 45,000.00	\$ 4,798.40	\$ 7,822.70	\$ 37,177.30	17.38%
100-032-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 596,800.00	\$ 48,240.09	\$ 126,047.22	\$ 470,752.78	21.12%
100-032-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580500	Street Construction	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580501	Street Repair	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-587000	Machinery & Equipment	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
100-032-587001	Lease/Purchase of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-587500	Vehicles	\$ 250,584.00	\$ -	\$ -	\$ 250,584.00	0.00%
	Capital Outlay	\$ 270,584.00	\$ -	\$ -	\$ 270,584.00	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-032-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-557200	License And Inspection Fees	\$ 1,000.00	\$ -	\$ 89.00	\$ 911.00	8.90%
100-032-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,000.00	\$ -	\$ 89.00	\$ 911.00	8.90%
100-032-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-520231	Transfer To Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-032-520900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
032	Street Dept	\$ (1,653,553.00)	\$ (105,010.94)	\$ (378,190.83)	\$ (1,275,362.17)	22.87%
100-034-437300	SOI - Training Reimburse	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
100-034-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-442700	County Grants	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Intergovernmental	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
100-034-451000	Copy Money/Accidents etc	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454001	Fire Protection - Normandale	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454002	Fire Protection - Brush Hill	\$ 180,000.00	\$ -	\$ -	\$ 180,000.00	0.00%
100-034-454003	Fire Protection - Powerton	\$ 377,000.00	\$ -	\$ 95,730.68	\$ 281,269.32	25.39%
100-034-454100	Hazardous Waste Cleanup	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454200	Non Resident Rescue Fees	\$ 1,000.00	\$ -	\$ 1,925.00	\$ (925.00)	192.50%
100-034-454300	Hydrant Flushing	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454400	Overtime Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-454600	CPR Training Fees	\$ 2,500.00	\$ -	\$ 720.00	\$ 1,780.00	28.80%
100-034-454700	Sprinkler Fees	\$ 1,500.00	\$ 300.00	\$ 300.00	\$ 1,200.00	20.00%
100-034-454800	AMT Transport Assist	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-455005	AMT Franchise	\$ 90,000.00	\$ 7,500.00	\$ 22,500.00	\$ 67,500.00	25.00%
	Fees/Charges For Service	\$ 652,000.00	\$ 7,800.00	\$ 121,175.68	\$ 530,824.32	18.59%
100-034-464100	False Alarm Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-493002	Fire Prevention Contribut	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-034-493600	Training Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-495600	Insurance Reimbursements	\$ 65,000.00	\$ -	\$ 15,942.51	\$ 49,057.49	24.53%
100-034-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-499404	Sale Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Revenue	\$ 66,100.00	\$ -	\$ 15,942.51	\$ 50,157.49	24.12%
100-034-511600	Salary: All Personnel	\$ 3,933,526.00	\$ 330,664.65	\$ 1,172,764.66	\$ 2,760,761.34	29.81%
100-034-515000	Overtime	\$ 400,000.00	\$ 52,401.62	\$ 164,817.08	\$ 235,182.92	41.20%
100-034-515200	Longevity Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-515400	Education Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-515500	Vacation Pay	\$ 400,000.00	\$ 55,368.21	\$ 127,495.21	\$ 272,504.79	31.87%
100-034-515600	Holiday Pay	\$ 257,144.00	\$ 2,215.68	\$ 135,274.43	\$ 121,869.57	52.61%
100-034-515800	Sick Pay	\$ 209,479.00	\$ 8,249.21	\$ 23,976.07	\$ 185,502.93	11.45%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-515900	Injury Pay	\$ 187,564.00	\$ -	\$ 34,144.82	\$ 153,419.18	18.20%
100-034-517000	Oasdi/city Share 6.2%	\$ 3,491.00	\$ 234.04	\$ 827.09	\$ 2,663.91	23.69%
100-034-517001	Medicare/city Share 1.45%	\$ 72,322.00	\$ 6,216.76	\$ 23,214.06	\$ 49,107.94	32.10%
100-034-517401	IMRF	\$ 4,094.00	\$ 311.86	\$ 1,087.71	\$ 3,006.29	26.57%
100-034-517403	Employer Pension Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-518000	Group Insurance	\$ 1,500,000.00	\$ 124,557.59	\$ 377,641.44	\$ 1,122,358.56	25.18%
100-034-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-518300	Workers Comp Insurance	\$ 230,000.00	\$ -	\$ -	\$ 230,000.00	0.00%
100-034-518900	Uniform Allowance	\$ 37,800.00	\$ 136.50	\$ 37,982.57	\$ (182.57)	100.48%
100-034-554300	Uniform & Tool Exp	\$ 30,000.00	\$ -	\$ 3,225.05	\$ 26,774.95	10.75%
100-034-559000	Medical Expense/supplies	\$ 32,000.00	\$ -	\$ 64.00	\$ 31,936.00	0.20%
	Personnel	\$ 7,297,420.00	\$ 580,356.12	\$ 2,102,514.19	\$ 5,194,905.81	28.81%
100-034-519000	Training And Education	\$ 80,000.00	\$ 566.11	\$ 11,582.25	\$ 68,417.75	14.48%
	Training & Education	\$ 80,000.00	\$ 566.11	\$ 11,582.25	\$ 68,417.75	14.48%
100-034-520200	Office Supplies	\$ 2,000.00	\$ 163.08	\$ 501.82	\$ 1,498.18	25.09%
100-034-520400	Postage	\$ 300.00	\$ 33.42	\$ 44.17	\$ 255.83	14.72%
100-034-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-522400	General Supplies	\$ 15,000.00	\$ 1,408.56	\$ 4,221.43	\$ 10,778.57	28.14%
100-034-522500	Emergency Medical Supplie	\$ 40,000.00	\$ 1,689.60	\$ 10,383.80	\$ 29,616.20	25.96%
100-034-529000	Equipment	\$ 80,000.00	\$ 11,497.34	\$ 17,382.98	\$ 62,617.02	21.73%
100-034-556100	Gasoline/diesel Fuel	\$ 57,000.00	\$ 5,042.31	\$ 15,560.79	\$ 41,439.21	27.30%
	Supplies & Materials	\$ 194,300.00	\$ 19,834.31	\$ 48,094.99	\$ 146,205.01	24.75%
100-034-518100	Liability Insurance Premiums	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00	0.00%
100-034-520905	Public Safety Dispatching Fee	\$ 115,000.00	\$ 23,817.00	\$ 47,634.00	\$ 67,366.00	41.42%
100-034-524000	Lease/rental Of Equipment	\$ 7,500.00	\$ 933.94	\$ 1,719.38	\$ 5,780.62	22.93%
100-034-534000	Automotive Expense	\$ 175,000.00	\$ 26,328.90	\$ 59,164.36	\$ 115,835.64	33.81%
100-034-534200	Buildings & Grounds Maintenan	\$ -	\$ 230.00	\$ 230.00	\$ (230.00)	0.00%
100-034-534400	Equipment Repairs	\$ 26,000.00	\$ 4,303.04	\$ 8,388.74	\$ 17,611.26	32.26%
100-034-538000	Maintenance Agreements	\$ 10,000.00	\$ 1,294.50	\$ 1,411.19	\$ 8,588.81	14.11%
100-034-550100	Utilities	\$ 40,000.00	\$ 1,480.12	\$ 2,439.29	\$ 37,560.71	6.10%
100-034-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-551600	Dues And Subscriptions	\$ 2,000.00	\$ 816.44	\$ 1,326.44	\$ 673.56	66.32%
100-034-555000	Radio Expense	\$ 12,000.00	\$ 827.88	\$ 2,398.76	\$ 9,601.24	19.99%
100-034-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-592605	Bike Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-592800	Polygraph Exam	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-598000	Fire Prevention	\$ 2,500.00	\$ -	\$ 232.50	\$ 2,267.50	9.30%
100-034-598100	Public Relations	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-034-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 516,500.00	\$ 60,031.82	\$ 124,944.66	\$ 391,555.34	24.19%
100-034-587000	Machinery And Equipment	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
100-034-587001	Lease / Purchase Equipmen	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ 199.96	\$ 300.04	39.99%
100-034-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 100,500.00	\$ -	\$ 199.96	\$ 100,300.04	0.20%
100-034-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-551000	Printing And Publications	\$ 350.00	\$ -	\$ -	\$ 350.00	0.00%
100-034-554200	Meals/Lodging	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-034-557200	License And Inspection Fees	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	0.00%
100-034-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-034-599802	Computer Hardware	\$ -	\$ -	\$ 29.99	\$ (29.99)	0.00%
100-034-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-599999	Contingency	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
	Other Expenditures	\$ 55,950.00	\$ -	\$ 29.99	\$ 55,920.01	0.05%
100-034-520900	Transfer to TPCC	\$ -	\$ -	\$ -	\$ -	0.00%
100-034-544900	Transfer To Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
034	Fire Dept	\$ (7,514,570.00)	\$ (652,988.36)	\$ (2,150,247.85)	\$ (5,364,322.15)	28.61%
100-068-435100	Iepa - Air Monitoring Reimburs	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-442700	County Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-491000	Rental Of Municipal Property	\$ 250,000.00	\$ 36,999.24	\$ 80,453.04	\$ 169,546.96	32.18%
100-068-491500	Sale Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Other Revenue	\$ 250,500.00	\$ 36,999.24	\$ 80,453.04	\$ 170,046.96	32.12%
100-068-440270	Transfer from TIF CBD	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-440273	Transfer from TIF SIPCA	\$ 11,143.00	\$ -	\$ -	\$ 11,143.00	0.00%
100-068-440277	Transfer from BDD	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ 11,143.00	\$ -	\$ -	\$ 11,143.00	0.00%
100-068-511600	Salary: All Personnel	\$ 246,692.00	\$ 17,335.39	\$ 59,391.65	\$ 187,300.35	24.08%
100-068-514600	Wages Yard Crew	\$ -	\$ 3,409.20	\$ 15,817.53	\$ (15,817.53)	0.00%
100-068-515000	Overtime	\$ 1,253.00	\$ -	\$ -	\$ 1,253.00	0.00%
100-068-515500	Vacation Pay	\$ 20,000.00	\$ 620.83	\$ 1,272.09	\$ 18,727.91	6.36%
100-068-515600	Holiday Pay	\$ 15,500.00	\$ 1,003.53	\$ 1,939.46	\$ 13,560.54	12.51%
100-068-515800	Sick Pay	\$ 6,000.00	\$ -	\$ 701.10	\$ 5,298.90	11.69%
100-068-517000	Oasdi/city Share 6.2%	\$ 17,868.00	\$ 1,349.34	\$ 4,792.93	\$ 13,075.07	26.82%
100-068-517001	Medicare/city Share 1.45%	\$ 4,179.00	\$ 315.57	\$ 1,120.95	\$ 3,058.05	26.82%
100-068-517401	IMRF	\$ 20,952.00	\$ 1,280.61	\$ 4,601.09	\$ 16,350.91	21.96%
100-068-518000	Group Insurance	\$ 63,971.00	\$ 4,925.26	\$ 14,775.76	\$ 49,195.24	23.10%
100-068-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-518300	Workers Comp Insurance	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00	0.00%
100-068-554300	Uniforms And Tools	\$ 800.00	\$ -	\$ -	\$ 800.00	0.00%
100-068-559000	Medical Expense/supplies	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
	Personnel	\$ 399,115.00	\$ 30,239.73	\$ 104,412.56	\$ 294,702.44	26.16%
100-068-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-520000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-520200	Office Supplies	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
100-068-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-522400	General Supplies	\$ 30,000.00	\$ 1,550.37	\$ 4,440.20	\$ 25,559.80	14.80%
100-068-529000	Equipment	\$ 25,000.00	\$ -	\$ 168.53	\$ 24,831.47	0.67%
100-068-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 55,250.00	\$ 1,550.37	\$ 4,608.73	\$ 50,641.27	8.34%

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-068-518100	Liability Insurance Premiums	\$ 1,600.00	\$ -	\$ -	\$ 1,600.00	0.00%
100-068-523200	Riverfront Park/Pier	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-524000	Lease/rental Of Equipment	\$ 5,000.00	\$ 125.00	\$ 250.00	\$ 4,750.00	5.00%
100-068-534000	Automotive Expense	\$ 20,000.00	\$ 455.90	\$ 1,257.32	\$ 18,742.68	6.29%
100-068-534200	Buildings And Grounds Rep	\$ 350,000.00	\$ 56,733.98	\$ 91,974.10	\$ 258,025.90	26.28%
100-068-534400	Equipment Repairs	\$ 8,000.00	\$ 493.98	\$ 493.98	\$ 7,506.02	6.17%
100-068-535200	Parking Lot Maintenance A	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-536100	Property Cleanup Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-536300	Snow Removal - Salt	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
100-068-538000	Maintenance Agreements	\$ -	\$ -	\$ 3,713.50	\$ (3,713.50)	0.00%
100-068-550100	Utilities	\$ 120,000.00	\$ 3,615.54	\$ 9,196.55	\$ 110,803.45	7.66%
100-068-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-562500	Demolition	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-566600	Pest Control	\$ 3,000.00	\$ 260.00	\$ 780.00	\$ 2,220.00	26.00%
100-068-569000	Other Contractual Service	\$ 10,000.00	\$ 1,300.00	\$ 2,500.00	\$ 7,500.00	25.00%
	Contractual Services	\$ 527,600.00	\$ 62,984.40	\$ 110,165.45	\$ 417,434.55	20.88%
100-068-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-580400	Building Purchase/construction	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0.00%
100-068-580401	Building Repair	\$ 20,000.00	\$ -	\$ 4,040.00	\$ 15,960.00	20.20%
100-068-584009	General Public Improvements	\$ 100,000.00	\$ 20.97	\$ 1,982.89	\$ 98,017.11	1.98%
100-068-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-587100	Office Equipment & Furniture	\$ 10,000.00	\$ -	\$ 99.94	\$ 9,900.06	1.00%
100-068-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 175,000.00	\$ 20.97	\$ 6,122.83	\$ 168,877.17	3.50%
100-068-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-068-557200	License And Inspection Fees	\$ -	\$ 830.00	\$ 905.00	\$ (905.00)	0.00%
100-068-590300	Real Estate Tax Expense	\$ -	\$ 261.08	\$ 261.08	\$ (261.08)	0.00%
100-068-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Expenditures	\$ 1,000.00	\$ 1,091.08	\$ 1,166.08	\$ (166.08)	116.61%
068	Public Property	\$ (896,322.00)	\$ (58,887.31)	\$ (146,022.61)	\$ (750,299.39)	16.29%
100-760-410905	Cannabis Tax Revenue	\$ 55,000.00	\$ 4,023.88	\$ 11,758.64	\$ 43,241.36	21.38%
	Taxes	\$ 55,000.00	\$ 4,023.88	\$ 11,758.64	\$ 43,241.36	21.38%
100-760-437100	School Reimbursements	\$ 125,000.00	\$ -	\$ 16,122.01	\$ 108,877.99	12.90%
100-760-437200	SOI-Police Training Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-442600	State Grants	\$ -	\$ -	\$ 321.98	\$ (321.98)	0.00%
100-760-442700	County Grants	\$ -	\$ -	\$ 500.00	\$ (500.00)	0.00%
	Intergovernmental	\$ 125,000.00	\$ -	\$ 16,943.99	\$ 108,056.01	13.56%
100-760-450800	Fingerprint Fees	\$ 1,500.00	\$ 15.00	\$ 840.00	\$ 660.00	56.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-760-451000	Copy Money/Accidents etc	\$ 4,000.00	\$ 395.00	\$ 1,385.00	\$ 2,615.00	34.63%
100-760-451100	Parking Meter Collections	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-451101	Rentals - Parking Lots	\$ 2,100.00	\$ 175.00	\$ 500.00	\$ 1,600.00	23.81%
100-760-454400	Overtime Reimbursements	\$ 25,000.00	\$ 1,841.56	\$ 10,594.66	\$ 14,405.34	42.38%
100-760-454800	Bassett Training	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464700	E Citation Fees	\$ 1,300.00	\$ 139.71	\$ 438.47	\$ 861.53	33.73%
100-760-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 33,900.00	\$ 2,566.27	\$ 13,758.13	\$ 20,141.87	40.58%
100-760-460100	Cir Clk/States Atty	\$ 100,000.00	\$ 9,351.42	\$ 28,242.51	\$ 71,757.49	28.24%
100-760-460200	Municipal Ordinance Violations	\$ 100,000.00	\$ 5,780.24	\$ 26,744.39	\$ 73,255.61	26.74%
100-760-460300	Warrants	\$ 4,000.00	\$ 490.00	\$ 1,680.00	\$ 2,320.00	42.00%
100-760-463700	Liquor Fines	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-463800	Tobacco Fines	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464000	Parking Tickets	\$ 20,000.00	\$ 2,819.43	\$ 8,507.87	\$ 11,492.13	42.54%
100-760-464100	False Alarm Fee	\$ 2,500.00	\$ 175.00	\$ 975.00	\$ 1,525.00	39.00%
100-760-464300	Seizures And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464400	Dui Surcharge	\$ 5,000.00	\$ 908.40	\$ 1,714.51	\$ 3,285.49	34.29%
100-760-464500	Towing/Storage/Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-464600	Court Supervision Fines	\$ 200.00	\$ 55.93	\$ 204.06	\$ (4.06)	102.03%
100-760-494100	Restitution	\$ -	\$ 1.11	\$ 3.33	\$ (3.33)	0.00%
	Fines And Forfeitures	\$ 231,700.00	\$ 19,581.53	\$ 68,071.67	\$ 163,628.33	29.38%
100-760-450700	Rental Property Registration	\$ 7,000.00	\$ 30.00	\$ 30.00	\$ 6,970.00	0.43%
	Licenses And Permits	\$ 7,000.00	\$ 30.00	\$ 30.00	\$ 6,970.00	0.43%
100-760-454900	Foundation Donations	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493001	Crime Prevention Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493100	Dare Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493200	Opioids Settlement	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
100-760-493500	Canine Unit Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493700	Bike Program Contribution	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-493900	Sex Offender Registration	\$ 1,500.00	\$ 80.00	\$ 365.00	\$ 1,135.00	24.33%
100-760-494000	State Asset Forfeiture	\$ 1,000.00	\$ 13.67	\$ 69.83	\$ 930.17	6.98%
100-760-494001	Federal Iron Eagle Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-494200	Range Instructor Reimbursement	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-494300	Explorer	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-495600	Insurance Reimbursements	\$ 75,000.00	\$ -	\$ 6,589.23	\$ 68,410.77	8.79%
100-760-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499403	Unclaimed Evidence	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499404	Sale Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499600	Sale Of Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
100-760-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-760-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 128,500.00	\$ 93.67	\$ 7,024.06	\$ 121,475.94	5.47%
760	Police Revenue	\$ 581,100.00	\$ 26,295.35	\$ 117,586.49	\$ 463,513.51	20.24%
100-761-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-511600	Salary: All Personnel	\$ 3,497,968.00	\$ 256,653.98	\$ 937,158.78	\$ 2,560,809.22	26.79%
100-761-515000	Overtime	\$ 280,000.00	\$ 20,688.44	\$ 78,399.34	\$ 201,600.66	28.00%
100-761-515500	Vacation Pay	\$ 304,660.00	\$ 31,096.24	\$ 138,880.27	\$ 165,779.73	45.59%
100-761-515600	Holiday Pay	\$ 108,759.00	\$ 3,152.57	\$ 7,958.26	\$ 100,800.74	7.32%
100-761-515800	Sick Pay	\$ 133,242.00	\$ 117,959.85	\$ 149,108.20	\$ (15,866.20)	111.91%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-515900	Injury Pay	\$ 175,000.00	\$ 1,121.92	\$ 15,145.92	\$ 159,854.08	8.65%
100-761-517000	Oasdi/city Share 6.2%	\$ 6,754.00	\$ 498.41	\$ 1,742.64	\$ 5,011.36	25.80%
100-761-517001	Medicare/city Share 1.45%	\$ 59,992.00	\$ 4,550.96	\$ 17,689.42	\$ 42,302.58	29.49%
100-761-517401	IMRF	\$ 7,920.00	\$ 593.34	\$ 2,105.08	\$ 5,814.92	26.58%
100-761-517403	Employer Pension Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-518000	Group Insurance	\$ 1,134,665.00	\$ 79,213.48	\$ 260,934.06	\$ 873,730.94	23.00%
100-761-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-518300	Workers Comp Insurance	\$ 242,677.00	\$ -	\$ -	\$ 242,677.00	0.00%
100-761-518900	Uniform Allowance	\$ 52,800.00	\$ -	\$ 44,000.00	\$ 8,800.00	83.33%
100-761-554300	Tools & Uniforms	\$ 37,000.00	\$ 580.78	\$ 6,217.68	\$ 30,782.32	16.80%
100-761-559000	Medical Expense/supplies	\$ 6,000.00	\$ -	\$ 4,517.64	\$ 1,482.36	75.29%
	Personnel	\$ 6,047,437.00	\$ 516,109.97	\$ 1,663,857.29	\$ 4,383,579.71	27.51%
100-761-519000	Training And Education	\$ 110,000.00	\$ 23,207.44	\$ 35,924.48	\$ 74,075.52	32.66%
	Training & Education	\$ 110,000.00	\$ 23,207.44	\$ 35,924.48	\$ 74,075.52	32.66%
100-761-520200	Office Supplies	\$ 4,000.00	\$ 959.06	\$ 1,247.05	\$ 2,752.95	31.18%
100-761-520201	Live-scan Deposit Account	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-761-520400	Postage	\$ 2,000.00	\$ 27.91	\$ 48.25	\$ 1,951.75	2.41%
100-761-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-522400	General Supplies	\$ 6,000.00	\$ 750.62	\$ 1,012.48	\$ 4,987.52	16.87%
100-761-525000	Police Ammunition	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
100-761-529000	Equipment	\$ 40,000.00	\$ -	\$ 1,477.62	\$ 38,522.38	3.69%
100-761-556100	Gasoline/diesel Fuel	\$ 125,000.00	\$ 8,710.45	\$ 32,458.63	\$ 92,541.37	25.97%
	Supplies & Materials	\$ 198,500.00	\$ 10,448.04	\$ 36,244.03	\$ 162,255.97	18.26%
100-761-518100	Liability Insurance Premiums	\$ 127,471.00	\$ -	\$ -	\$ 127,471.00	0.00%
100-761-520905	Public Safety Dispatching Fee	\$ 592,000.00	\$ 117,861.00	\$ 235,722.00	\$ 356,278.00	39.82%
100-761-524000	Lease/rental Of Equipment	\$ 450,000.00	\$ 77,740.29	\$ 171,026.89	\$ 278,973.11	38.01%
100-761-534000	Automotive Expense	\$ 60,000.00	\$ 14,013.96	\$ 37,002.13	\$ 22,997.87	61.67%
100-761-534101	Vehicle Towage	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-761-534400	Equipment Repairs	\$ 3,000.00	\$ 21.49	\$ 21.49	\$ 2,978.51	0.72%
100-761-538000	Maintenance Agreements	\$ 2,000.00	\$ -	\$ 37.04	\$ 1,962.96	1.85%
100-761-550100	Utilities	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-551600	Dues And Subscriptions	\$ 10,000.00	\$ 52.44	\$ 3,727.19	\$ 6,272.81	37.27%
100-761-555000	Radio Expense	\$ 55,000.00	\$ 1,569.15	\$ 2,817.80	\$ 52,182.20	5.12%
100-761-555200	Radar Expense	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-761-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-566000	Jail Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-566700	Care Of Stray Animals	\$ 50,000.00	\$ -	\$ 16,234.58	\$ 33,765.42	32.47%
100-761-569000	Other Contractual Service	\$ 6,000.00	\$ -	\$ (373.12)	\$ 6,373.12	-6.22%
100-761-592100	Auxiliary Police	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592300	Explorer Post	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592500	Crime Prevention Expense	\$ 4,000.00	\$ 535.25	\$ 535.25	\$ 3,464.75	13.38%
100-761-592601	Dare Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592602	Canine Unit	\$ 4,000.00	\$ 25.98	\$ 51.96	\$ 3,948.04	1.30%
100-761-592604	Emergency Services Team	\$ 16,000.00	\$ 925.64	\$ 925.64	\$ 15,074.36	5.79%
100-761-592605	Bike Program	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592606	Dui Enforcement	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	0.00%
100-761-592608	Court Supervision Funded Exp	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592609	Warrant Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-592700	Shooting Range	\$ 5,000.00	\$ -	\$ 412.06	\$ 4,587.94	8.24%
100-761-592900	Iron Eagle Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-598100	Public Relations	\$ 1,000.00	\$ 1,035.00	\$ 1,035.00	\$ (35.00)	103.50%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-761-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 1,392,471.00	\$ 213,780.20	\$ 469,175.91	\$ 923,295.09	33.69%
100-761-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-587001	Lease/Purchase Equipmen	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-587100	Office Equipment & Furniture	\$ 88,000.00	\$ -	\$ 1,919.88	\$ 86,080.12	2.18%
100-761-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 88,000.00	\$ -	\$ 1,919.88	\$ 86,080.12	2.18%
100-761-551000	Printing And Publications	\$ 1,500.00	\$ 30.00	\$ 222.90	\$ 1,277.10	14.86%
100-761-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-557200	License And Inspection Fees	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-761-590600	Bank/Credit Card Charges	\$ 834.00	\$ 75.78	\$ 209.63	\$ 624.37	25.14%
100-761-592400	E Citation Allowable Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
100-761-595000	Reimbursement - Personal	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-761-599000	Miscellaneous	\$ 2,500.00	\$ 59.99	\$ 876.08	\$ 1,623.92	35.04%
100-761-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 6,434.00	\$ 165.77	\$ 1,308.61	\$ 5,125.39	20.34%
100-761-520900	Transfer To Tpecc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
761	Police Patrol	\$ (7,842,842.00)	\$ (763,711.42)	\$ (2,208,430.20)	\$ (5,634,411.80)	28.16%
100-763-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-511600	Salary: All Personnel	\$ 832,464.00	\$ 66,932.39	\$ 236,175.34	\$ 596,288.66	28.37%
100-763-515000	Overtime	\$ 75,000.00	\$ 3,112.86	\$ 7,503.99	\$ 67,496.01	10.01%
100-763-515500	Vacation Pay	\$ 96,661.00	\$ 8,942.46	\$ 20,193.91	\$ 76,467.09	20.89%
100-763-515600	Holiday Pay	\$ 48,000.00	\$ 922.01	\$ 1,844.02	\$ 46,155.98	3.84%
100-763-515800	Sick Pay	\$ 175,707.00	\$ 990.48	\$ 2,082.63	\$ 173,624.37	1.19%
100-763-515900	Injury Pay	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-517001	Medicare/city Share 1.45%	\$ 13,581.00	\$ 1,127.65	\$ 3,907.13	\$ 9,673.87	28.77%
100-763-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-518000	Group Insurance	\$ 250,000.00	\$ 24,897.91	\$ 172,511.34	\$ 77,488.66	69.00%
100-763-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-518900	Uniform Allowance	\$ 14,400.00	\$ -	\$ 11,000.00	\$ 3,400.00	76.39%
	Personnel	\$ 1,505,813.00	\$ 106,925.76	\$ 455,218.36	\$ 1,050,594.64	30.23%
100-763-519000	Training And Education	\$ 35,000.00	\$ -	\$ 842.02	\$ 34,157.98	2.41%
	Training & Education	\$ 35,000.00	\$ -	\$ 842.02	\$ 34,157.98	2.41%
100-763-520200	Office Supplies	\$ 1,000.00	\$ -	\$ 425.31	\$ 574.69	42.53%
100-763-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-763-522000	Photographic Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-763-522400	General Supplies	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-763-529000	Equipment	\$ 1,000.00	\$ 532.71	\$ 765.70	\$ 234.30	76.57%
100-763-556100	Gasoline/diesel Fuel	\$ 5,000.00	\$ 422.10	\$ 2,629.10	\$ 2,370.90	52.58%
	Supplies & Materials	\$ 11,100.00	\$ 954.81	\$ 3,820.11	\$ 7,279.89	34.42%
100-763-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-524000	Lease/rental Of Equipment	\$ 3,600.00	\$ 255.42	\$ 766.26	\$ 2,833.74	21.29%
100-763-534000	Automotive Expense	\$ 4,500.00	\$ -	\$ 200.36	\$ 4,299.64	4.45%
100-763-534101	Vehicle Towage	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-763-534400	Equipment Repairs	\$ -	\$ -	\$ 12.00	\$ (12.00)	0.00%
100-763-538000	Maintenance Agreements	\$ 4,200.00	\$ -	\$ 843.85	\$ 3,356.15	20.09%
100-763-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-551600	Dues And Subscriptions	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-763-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-560500	Consulting Services	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
100-763-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-592600	Special Investigations Exp	\$ 10,000.00	\$ 75.00	\$ 245.89	\$ 9,754.11	2.46%
100-763-592603	Multi-county Narcotics Exp	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00	0.00%
100-763-592800	Polygraph Exam	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-763-592900	Iron Eagle Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-592901	Federal Iron Eagle Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 47,800.00	\$ 330.42	\$ 2,068.36	\$ 45,731.64	4.33%
100-763-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-763-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-763-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-551000	Printing And Publications	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
100-763-554200	Meals Lodging	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-763-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-595000	Reimbursement - Personal	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
100-763-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-763-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 650.00	\$ -	\$ -	\$ 650.00	0.00%
763	Special Services	\$ (1,601,363.00)	\$ (108,210.99)	\$ (461,948.85)	\$ (1,139,414.15)	28.85%
100-764-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-511600	Salary: All Personnel	\$ 325,870.00	\$ 21,060.34	\$ 76,000.92	\$ 249,869.08	23.32%
100-764-515000	Overtime	\$ 15,000.00	\$ 1,747.35	\$ 10,137.02	\$ 4,862.98	67.58%
100-764-515500	Vacation Pay	\$ 22,600.00	\$ 1,692.29	\$ 7,068.82	\$ 15,531.18	31.28%
100-764-515600	Holiday Pay	\$ 23,000.00	\$ 1,671.86	\$ 3,339.72	\$ 19,660.28	14.52%
100-764-515800	Sick Pay	\$ 7,528.00	\$ 819.10	\$ 4,159.76	\$ 3,368.24	55.26%
100-764-515900	OJI	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-517000	Oasdi/city Share 6.2%	\$ 22,072.00	\$ 1,601.79	\$ 6,066.68	\$ 16,005.32	27.49%
100-764-517001	Medicare/city Share 1.45%	\$ 5,162.00	\$ 374.61	\$ 1,418.83	\$ 3,743.17	27.49%
100-764-517401	IMRF	\$ 25,881.00	\$ 1,962.24	\$ 7,321.35	\$ 18,559.65	28.29%
100-764-518000	Group Insurance	\$ 70,000.00	\$ 7,150.08	\$ 16,142.28	\$ 53,857.72	23.06%
100-764-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-554300	Uniforms And Tools	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	0.00%
100-764-557200	License & Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Personnel	\$ 521,113.00	\$ 38,079.66	\$ 131,655.38	\$ 389,457.62	25.26%
100-764-519000	Training And Education	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
	Training & Education	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-764-520200	Office Supplies	\$ 2,500.00	\$ 151.43	\$ 182.43	\$ 2,317.57	7.30%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-764-520400	Postage	\$ 5,000.00	\$ 220.79	\$ 869.40	\$ 4,130.60	17.39%
100-764-522400	General Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-764-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 8,000.00	\$ 372.22	\$ 1,051.83	\$ 6,948.17	13.15%
100-764-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-520500	Rim System Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-524000	Lease/rental Of Equipment	\$ 2,500.00	\$ 127.71	\$ 383.13	\$ 2,116.87	15.33%
100-764-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-538000	Maintenance Agreements	\$ 4,000.00	\$ -	\$ 674.84	\$ 3,325.16	16.87%
100-764-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 6,500.00	\$ 127.71	\$ 1,057.97	\$ 5,442.03	16.28%
100-764-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Capital Outlay	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-764-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-551000	Printing And Publications	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-764-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-764-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-764-520900	Transfer To Tpecc	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
764	Police Records	\$ (538,613.00)	\$ (38,579.59)	\$ (133,765.18)	\$ (404,847.82)	24.84%
100-766-451700	Property Clean Up Fees	\$ 80,000.00	\$ 60.00	\$ 18,890.00	\$ 61,110.00	23.61%
	Fines And Forfeitures	\$ 80,000.00	\$ 60.00	\$ 18,890.00	\$ 61,110.00	23.61%
100-766-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-511600	Salary: All Personnel	\$ 186,143.00	\$ 3,692.16	\$ 23,622.43	\$ 162,520.57	12.69%
100-766-515000	Overtime	\$ 10,000.00	\$ 1,076.88	\$ 2,162.77	\$ 7,837.23	21.63%
100-766-515500	Vacation Pay	\$ 7,500.00	\$ 205.12	\$ 615.36	\$ 6,884.64	8.20%
100-766-515600	Holiday Pay	\$ 3,500.00	\$ 205.12	\$ 205.12	\$ 3,294.88	5.86%
100-766-515800	Sick Pay	\$ 1,000.00	\$ -	\$ 1,004.29	\$ (4.29)	100.43%
100-766-517000	Oasdi/city Share 6.2%	\$ 6,612.00	\$ 306.22	\$ 1,667.12	\$ 4,944.88	25.21%
100-766-517001	Medicare/city Share 1.45%	\$ 1,546.00	\$ 71.62	\$ 389.89	\$ 1,156.11	25.22%
100-766-517401	IMRF	\$ 7,753.00	\$ 376.53	\$ 2,007.24	\$ 5,745.76	25.89%
100-766-518000	Group Insurance	\$ 15,000.00	\$ 1,761.74	\$ 5,285.22	\$ 9,714.78	35.23%
100-766-518300	Workers Comp Insurance	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
100-766-554300	Uniforms And Tools	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-766-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Personnel	\$ 245,554.00	\$ 7,695.39	\$ 36,959.44	\$ 208,594.56	15.05%
100-766-519000	Training And Education	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	0.00%
	Training & Education	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	0.00%
100-766-520200	Office Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-766-520400	Postage	\$ 1,000.00	\$ -	\$ 69.30	\$ 930.70	6.93%
100-766-522400	General Supplies	\$ 500.00	\$ 7.88	\$ 47.86	\$ 452.14	9.57%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-766-529000	Equipment	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-766-556100	Gasoline/diesel Fuel	\$ 4,000.00	\$ 276.15	\$ 1,653.40	\$ 2,346.60	41.34%
	Supplies & Materials	\$ 7,000.00	\$ 284.03	\$ 1,770.56	\$ 5,229.44	25.29%
100-766-518100	Liability Insurance Premiums	\$ 3,800.00	\$ -	\$ -	\$ 3,800.00	0.00%
100-766-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-534000	Automotive Expense	\$ 3,000.00	\$ 270.01	\$ 892.57	\$ 2,107.43	29.75%
100-766-534101	Vehicle Towing	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-534200	Building & Grounds Repair	\$ 134,000.00	\$ 9,180.00	\$ 17,530.00	\$ 116,470.00	13.08%
100-766-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-536100	Property Cleanup Fees	\$ 150,000.00	\$ 153.38	\$ 333.76	\$ 149,666.24	0.22%
100-766-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-555000	Radio Expense	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-766-569000	Other Contractual Service	\$ -	\$ -	\$ 521.99	\$ (521.99)	0.00%
100-766-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 291,800.00	\$ 9,603.39	\$ 19,278.32	\$ 272,521.68	6.61%
100-766-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-587001	Lease/Purchase Equipmen	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-766-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-766-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-766-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-551000	Printing And Publications	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
100-766-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-766-590600	Bank/Credit Card Fees	\$ 5,000.00	\$ 777.64	\$ 1,983.64	\$ 3,016.36	39.67%
100-766-593300	Lien Filing & Release Fees	\$ 5,000.00	\$ 189.60	\$ 426.60	\$ 4,573.40	8.53%
100-766-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 10,500.00	\$ 967.24	\$ 2,410.24	\$ 8,089.76	22.95%
766	Code Enforcem	\$ (483,854.00)	\$ (18,490.05)	\$ (41,528.56)	\$ (442,325.44)	8.58%
100-793-425000	Prelim Plat Review Filing	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-425100	Final Plat Review Filing	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-426500	ZBA Waiver Request Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-427000	Plan Review Services	\$ 1,000.00	\$ 700.00	\$ 900.00	\$ 100.00	90.00%
100-793-450700	Rental Proprty Registr Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451000	Copy Money/Accidents etc	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451300	Certification Signatures	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451400	Electrical Inspection Fee	\$ 4,000.00	\$ 324.00	\$ 1,296.00	\$ 2,704.00	32.40%
100-793-451700	Property Cleanup Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-451900	Sales - Ordinances & Maps	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-458700	Code Inspections	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 5,000.00	\$ 1,024.00	\$ 2,196.00	\$ 2,804.00	43.92%
100-793-463600	Code Violation Fines	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-464500	Towing/storage Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-420500	Hvac License	\$ 8,000.00	\$ -	\$ 500.00	\$ 7,500.00	6.25%
100-793-420800	Electrical Contractors License	\$ 10,000.00	\$ 500.00	\$ 1,100.00	\$ 8,900.00	11.00%
100-793-423000	Home Occupation License	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00	0.00%
100-793-425500	Hvac Permit	\$ 14,000.00	\$ 1,020.00	\$ 5,134.00	\$ 8,866.00	36.67%
100-793-425600	House Movers Permit	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-793-425700	Special Use Permit	\$ 5,000.00	\$ -	\$ 645.00	\$ 4,355.00	12.90%
100-793-425800	Application Fee	\$ 1,000.00	\$ -	\$ 35.00	\$ 965.00	3.50%
100-793-426000	Electrical Permits	\$ 17,500.00	\$ 1,439.00	\$ 6,004.00	\$ 11,496.00	34.31%
100-793-426100	Enterprise Zone Fee	\$ 5,000.00	\$ -	\$ 100.00	\$ 4,900.00	2.00%
100-793-426400	Building And Rezoning Permit	\$ 150,000.00	\$ 16,059.00	\$ 59,687.00	\$ 90,313.00	39.79%
100-793-451200	Plumbing Permits	\$ 30,000.00	\$ 1,122.00	\$ 5,875.00	\$ 24,125.00	19.58%
	Licenses And Permits	\$ 241,800.00	\$ 20,140.00	\$ 79,080.00	\$ 162,720.00	32.70%
100-793-490500	Lien File & Release Fees	\$ -	\$ 43.30	\$ 43.30	\$ (43.30)	0.00%
100-793-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ 43.30	\$ 43.30	\$ (43.30)	0.00%
100-793-511600	Salary: All Personnel	\$ 248,870.00	\$ 13,719.43	\$ 33,940.11	\$ 214,929.89	13.64%
100-793-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-515500	Vacation Pay	\$ 34,327.00	\$ 802.08	\$ 802.08	\$ 33,524.92	2.34%
100-793-515600	Holiday Pay	\$ 11,442.00	\$ 661.58	\$ 1,055.80	\$ 10,386.20	9.23%
100-793-515800	Sick Pay	\$ 2,861.00	\$ 116.97	\$ 116.97	\$ 2,744.03	4.09%
100-793-517000	Oasdi/city Share 6.2%	\$ 18,445.00	\$ 887.24	\$ 2,120.62	\$ 16,324.38	11.50%
100-793-517001	Medicare/city Share 1.45%	\$ 4,314.00	\$ 207.51	\$ 495.97	\$ 3,818.03	11.50%
100-793-517401	IMRF	\$ 21,420.00	\$ 1,054.16	\$ 2,480.17	\$ 18,939.83	11.58%
100-793-518000	Group Insurance	\$ 98,600.00	\$ 6,257.30	\$ 11,548.86	\$ 87,051.14	11.71%
100-793-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-518300	Workers Comp Insurance	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
100-793-554300	Uniforms And Tools	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-793-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 446,279.00	\$ 23,706.27	\$ 52,560.58	\$ 393,718.42	11.78%
100-793-519000	Training And Education	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Training & Education	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-793-520200	Office Supplies	\$ 1,500.00	\$ 49.22	\$ 132.66	\$ 1,367.34	8.84%
100-793-520400	Postage	\$ 1,500.00	\$ 11.55	\$ 65.43	\$ 1,434.57	4.36%
100-793-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-522400	General Supplies	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
100-793-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-556100	Gasoline/diesel Fuel	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	0.00%
100-793-599802	Computer Hardware	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
	Supplies & Materials	\$ 12,000.00	\$ 60.77	\$ 198.09	\$ 11,801.91	1.65%
100-793-518100	Liability Insurance Premiums	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	0.00%
100-793-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-534000	Automotive Expense	\$ 5,000.00	\$ (163.50)	\$ (163.50)	\$ 5,163.50	-3.27%
100-793-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-536100	Property Cleanup Fees	\$ -	\$ 2,140.00	\$ 2,615.00	\$ (2,615.00)	0.00%
100-793-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-551600	Dues And Subscriptions	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
100-793-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-562500	Demolition	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-569000	Other Contractual Service	\$ 53,040.00	\$ 8,840.00	\$ 17,680.00	\$ 35,360.00	33.33%
100-793-599801	Computer Software	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Contractual Services	\$ 70,040.00	\$ 10,816.50	\$ 20,131.50	\$ 49,908.50	28.74%
100-793-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-587100	Office Equipment & Furniture	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
100-793-587500	Vehicles	\$ 84,000.00	\$ -	\$ -	\$ 84,000.00	0.00%
	Capital Outlay	\$ 86,000.00	\$ -	\$ -	\$ 86,000.00	0.00%
100-793-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-551000	Printing And Publications	\$ 2,000.00	\$ -	\$ 170.40	\$ 1,829.60	8.52%
100-793-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-557200	License And Inspection Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-793-593300	Lien Filing Fee	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	0.00%
100-793-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 3,200.00	\$ -	\$ 170.40	\$ 3,029.60	5.33%
793	Inspections	\$ (372,719.00)	\$ (13,376.24)	\$ 8,258.73	\$ (380,977.73)	-2.22%
100-990-410100	Real Estate Tax	\$ 4,730,608.00	\$ 2,073,140.97	\$ 2,073,140.97	\$ 2,657,467.03	43.82%
100-990-410900	Use Tax	\$ 1,560,000.00	\$ 97,088.04	\$ 306,931.95	\$ 1,253,068.05	19.68%
100-990-411000	Municipal Sales Tax	\$ 6,500,000.00	\$ 550,809.23	\$ 1,617,767.76	\$ 4,882,232.24	24.89%
100-990-411004	Home Rule Sales Tax	\$ 7,500,000.00	\$ 605,420.39	\$ 1,756,725.63	\$ 5,743,274.37	23.42%
100-990-411005	Local Cannabis Sales Tax	\$ 175,000.00	\$ 15,684.67	\$ 47,256.15	\$ 127,743.85	27.00%
100-990-412000	Replacement P/p Tax - State	\$ 4,100,000.00	\$ 650,784.60	\$ 1,455,757.19	\$ 2,644,242.81	35.51%
100-990-412200	Pull Tab/jar Game Tax	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
100-990-412300	Video Gaming Tax	\$ 650,000.00	\$ 55,639.46	\$ 172,974.71	\$ 477,025.29	26.61%
100-990-413000	Illinois Income Tax	\$ 5,200,000.00	\$ 476,851.85	\$ 1,598,064.51	\$ 3,601,935.49	30.73%
100-990-413001	Illinois Income Tax Surch	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-414100	Food & Beverage Tax	\$ 1,550,000.00	\$ 103,872.39	\$ 382,433.19	\$ 1,167,566.81	24.67%
100-990-414200	Packaged Liquor Tax	\$ 200,000.00	\$ 18,168.56	\$ 58,060.25	\$ 141,939.75	29.03%
100-990-455002	Municipal Telecommunictns	\$ 312,000.00	\$ 25,229.26	\$ 75,577.80	\$ 236,422.20	24.22%
100-990-496100	RE Tax Clearing Acct	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-496200	PPRT Tax Clearing Acct	\$ 547,730.00	\$ 56,128.93	\$ 56,128.93	\$ 491,601.07	10.25%
	Taxes	\$ 33,027,838.00	\$ 4,728,818.35	\$ 9,600,819.04	\$ 23,427,018.96	29.07%
100-990-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-442700	County Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-451900	Sales - Ordinances & Maps	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-455001	Ameren Franchise	\$ 335,600.00	\$ 27,966.67	\$ 83,900.00	\$ 251,700.00	25.00%
100-990-455003	Franchise Fee - Cable Tv	\$ 450,000.00	\$ -	\$ 96,072.63	\$ 353,927.37	21.35%
100-990-455004	Good Energy Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-458000	TC3 Service Fee	\$ 15,000.00	\$ 1,250.00	\$ 3,750.00	\$ 11,250.00	25.00%
	Fees/Charges For Service	\$ 800,600.00	\$ 29,216.67	\$ 183,722.63	\$ 616,877.37	22.95%
100-990-414002	Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-463500	Late Payment Penalty	\$ 25,000.00	\$ 370.43	\$ 3,387.45	\$ 21,612.55	13.55%
100-990-463600	Interest Charge	\$ 5,000.00	\$ 74.08	\$ 573.61	\$ 4,426.39	11.47%
	Fines And Forfeitures	\$ 30,000.00	\$ 444.51	\$ 3,961.06	\$ 26,038.94	13.20%
100-990-490100	Interest Earnings	\$ 350,000.00	\$ 61,989.49	\$ 174,654.24	\$ 175,345.76	49.90%
100-990-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-492300	Bond Credits	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 350,000.00	\$ 61,989.49	\$ 174,654.24	\$ 175,345.76	49.90%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-454500	Other Contractual Revenue	\$ 10,000.00	\$ 45.12	\$ 3,441.96	\$ 6,558.04	34.42%
100-990-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-491300	Prorated Re Tax/City Prop	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ 50.00	\$ (50.00)	0.00%
100-990-499150	Suits And Settlements	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499201	Human Rights Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499400	Proceeds Of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499520	Unclaimed Grant Money	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-499802	Cash Over/Short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 10,000.00	\$ 45.12	\$ 3,491.96	\$ 6,508.04	34.92%
100-990-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440223	Transfer From Solid Waste	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440231	Transfer From Sewerage	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440232	Transfer From Storm Water	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440240	Transfer From Motor Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440270	Transfer from TIF I	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440277	Transfer from BDD	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440445	Transfer From Capital Projects	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440525	Transfer from Airport	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440570	Transfer from Econ Development	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440695	Transfer from Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440800	Transfer from Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440900	Transfer From Tpsc	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440901	Trnsfr from TPCCC Dissolution	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-440924	Contribution from Library	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00	\$ 11,250.00	25.00%
100-990-499850	Allocated Cost Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ 15,000.00	\$ 3,750.00	\$ 3,750.00	\$ 11,250.00	25.00%
100-990-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-517000	Oasdi/city share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-517001	Medicare/city share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-518000	Group Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599997	Payroll Increase Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520400	Postage	\$ -	\$ (517.06)	\$ 78.20	\$ (78.20)	0.00%
100-990-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ (517.06)	\$ 78.20	\$ (78.20)	0.00%
100-990-511500	Economic Assistance	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-524000	Lease/rental Of Equipment	\$ 2,200.00	\$ 127.71	\$ 383.13	\$ 1,816.87	17.42%
100-990-538000	Maintenance Agreements	\$ 7,500.00	\$ -	\$ 1,081.98	\$ 6,418.02	14.43%
100-990-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-560100	Auditing Fees	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	0.00%
100-990-565900	Citylink Contract	\$ 210,000.00	\$ -	\$ -	\$ 210,000.00	0.00%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
100-990-568100	Home Rule Tax Rebate	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-569000	Other Contractual Service	\$ 110,000.00	\$ 171.90	\$ 3,031.66	\$ 106,968.34	2.76%
100-990-590900	Police And Fire Commission	\$ 20,000.00	\$ 450.00	\$ 1,653.62	\$ 18,346.38	8.27%
	Contractual Services	\$ 394,700.00	\$ 749.61	\$ 6,150.39	\$ 388,549.61	1.56%
100-990-580200	Land Purchase	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-551000	Printing And Publications	\$ -	\$ -	\$ 694.00	\$ (694.00)	0.00%
100-990-590600	Bank Charges	\$ 1,500.00	\$ 95.00	\$ 255.00	\$ 1,245.00	17.00%
100-990-590905	Human Rights Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-593700	Reconciliation Difference	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599002	IMRF Costs-ERI	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599700	Income Credit	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-599999	Contingency	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
	Other Expenditures	\$ 51,500.00	\$ 95.00	\$ 949.00	\$ 50,551.00	1.84%
100-990-590400	Interest Paid	\$ 37,776.00	\$ 2,893.60	\$ 8,818.61	\$ 28,957.39	23.34%
100-990-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-591100	Bond Registrar Fees	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-591200	Note Principal Paid	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-591400	Loan payments	\$ 344,477.00	\$ 6,500.43	\$ 19,363.48	\$ 325,113.52	5.62%
	Debt Service	\$ 382,253.00	\$ 9,394.03	\$ 28,182.09	\$ 354,070.91	7.37%
100-990-520223	Transfer To Garbage	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520225	Transfer To Yardwaste	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520226	Transfer To Recycling	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520231	Transfer To Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520240	Transfer to MFT	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520261	Transfer To Hud	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520270	Transfer To Tif 1	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520445	Transfer To Capital Projects	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520500	Transfer To Municipal Bus	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520525	Transfer To Pekin Airport	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520570	Transfer To Economic Devel	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520695	Transfer To Insurance Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520699	Transfer To Vehicle Maint	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520800	Transfer To Library Debt	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520924	Transfer To Library Fund	\$ -	\$ -	\$ -	\$ -	0.00%
100-990-520941	Transfer To Police Pension	\$ 1,828,630.00	\$ -	\$ -	\$ 1,828,630.00	0.00%
100-990-520944	Transfer To Fire Pension	\$ 3,588,167.00	\$ -	\$ -	\$ 3,588,167.00	0.00%
	Transfers To Other Funds	\$ 5,416,797.00	\$ -	\$ -	\$ 5,416,797.00	0.00%
990	General Operations	\$ 27,988,188.00	\$ 4,814,542.56	\$ 9,935,039.25	\$ 18,053,148.75	35.50%
100	General Fund	\$ 3,588,793.00	\$ 2,783,248.82	\$ 3,699,173.13	\$ (110,380.13)	103.08%
Revenue Total		\$ 36,925,645.00	\$ 4,950,172.91	\$ 10,497,447.63	\$ 26,428,197.37	28.43%
Expense Total		\$ 33,336,852.00	\$ 2,166,924.09	\$ 6,798,274.50	\$ 26,538,577.50	20.39%
Grand Total		\$ 3,588,793.00	\$ 2,783,248.82	\$ 3,699,173.13	\$ (110,380.13)	103.08%

Attachment: GF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
208	Tourism					
208-208-411005	Home Rule Motel Tax	\$ 360,000.00	\$ 3,689.72	\$ 78,814.00	\$ 281,186.00	21.89%
	Taxes	\$ 360,000.00	\$ 3,689.72	\$ 78,814.00	\$ 281,186.00	21.89%
208-208-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-463500	Late Payment Penalty	\$ 4,500.00	\$ -	\$ 190.87	\$ 4,309.13	4.24%
208-208-463600	Interest Charges	\$ 1,600.00	\$ -	\$ 38.17	\$ 1,561.83	2.39%
	Fines And Forfeitures	\$ 6,100.00	\$ -	\$ 229.04	\$ 5,870.96	3.75%
208-208-490100	Interest Earnings	\$ 800.00	\$ 23.86	\$ 53.56	\$ 746.44	6.70%
	Investment Earnings	\$ 800.00	\$ 23.86	\$ 53.56	\$ 746.44	6.70%
208-208-493600	Training Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-498700	Farmer's Market Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-499201	Tourism Contributions	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-499800	Miscellaneous Receipts	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
	Other Revenue	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
208-208-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-511600	Salary: All Personnel	\$ 12,261.00	\$ 1,292.70	\$ 3,355.66	\$ 8,905.34	27.37%
208-208-515000	Overtime	\$ -	\$ -	\$ 0.39	\$ (0.39)	0.00%
208-208-515500	Vacation Pay	\$ 1,300.00	\$ 17.33	\$ 591.25	\$ 708.75	45.48%
208-208-515600	Holiday Pay	\$ 400.00	\$ 15.51	\$ 51.77	\$ 348.23	12.94%
208-208-515800	Sick Pay	\$ 75.00	\$ 0.53	\$ 18.48	\$ 56.52	24.64%
208-208-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-517000	Oasdi/city Share 6.2%	\$ 870.00	\$ 81.56	\$ 245.09	\$ 624.91	28.17%
208-208-517001	Medicare/city Share 1.45%	\$ 204.00	\$ 19.13	\$ 57.46	\$ 146.54	28.17%
208-208-517401	IMRF	\$ 1,020.00	\$ 96.42	\$ 292.11	\$ 727.89	28.64%
208-208-518000	Group Insurance	\$ 2,400.00	\$ 79.30	\$ 469.77	\$ 1,930.23	19.57%
208-208-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 18,530.00	\$ 1,602.48	\$ 5,081.98	\$ 13,448.02	27.43%
208-208-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-598505	Special Events	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-551600	Dues And Subscriptions	\$ 47,500.00	\$ -	\$ 27,500.00	\$ 20,000.00	57.89%
208-208-559900	Receivable Charge Off	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-560500	Consulting Services	\$ 76,000.00	\$ 790.00	\$ 4,536.31	\$ 71,463.69	5.97%
208-208-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-573100	Grants	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-583000	Loan Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-591200	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-598100	Public Relations	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 123,500.00	\$ 790.00	\$ 32,036.31	\$ 91,463.69	25.94%
208-208-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
208-208-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-590600	Bank fees	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-597700	Sponsorships	\$ 74,000.00	\$ 1,670.00	\$ 1,670.00	\$ 72,330.00	2.26%
208-208-598500	Farmer's Market Expense	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
208-208-599000	Miscellaneous	\$ -	\$ 8,694.00	\$ 8,694.00	\$ (8,694.00)	0.00%
	Other Expenditures	\$ 84,000.00	\$ 10,364.00	\$ 10,364.00	\$ 73,636.00	12.34%
208-208-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-591400	Loan Payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
208-208-520277	Transfer to BDD	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
208	Tourism	\$ 143,370.00	\$ (9,042.90)	\$ 31,614.31	\$ 111,755.69	22.05%
208	Tourism	\$ 143,370.00	\$ (9,042.90)	\$ 31,614.31	\$ 111,755.69	22.05%
223	Solid Waste					
223-023-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-452300	Garbage Fees	\$ -	\$ 1,730.00	\$ 5,440.00	\$ (5,440.00)	0.00%
223-023-452400	Garbage Fees Non-resident	\$ -	\$ 30.00	\$ 90.00	\$ (90.00)	0.00%
223-023-459000	Sanitation Fee	\$ 2,832,062.00	\$ 236,433.55	\$ 709,460.73	\$ 2,122,601.27	25.05%
223-023-459400	Special Refuse Pickups	\$ 3,000.00	\$ 272.00	\$ 794.40	\$ 2,205.60	26.48%
223-023-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 2,835,062.00	\$ 238,465.55	\$ 715,785.13	\$ 2,119,276.87	25.25%
223-023-421000	Garbage Licenses	\$ -	\$ -	\$ -	\$ -	0.00%
	Licenses And Permits	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-490100	Interest Earnings	\$ 1,500.00	\$ 4.90	\$ 13.00	\$ 1,487.00	0.87%
	Investment Earnings	\$ 1,500.00	\$ 4.90	\$ 13.00	\$ 1,487.00	0.87%
223-023-491000	Rental Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-491500	Sale Of Municipal Property	\$ 50,000.00	\$ 4,140.00	\$ 11,470.00	\$ 38,530.00	22.94%
223-023-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-499700	Transfer In	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
223-023-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 51,000.00	\$ 4,140.00	\$ 11,470.00	\$ 39,530.00	22.49%
223-023-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-511600	Salary: All Personnel	\$ 595,509.00	\$ 38,460.62	\$ 133,923.92	\$ 461,585.08	22.49%
223-023-511601	Admin Cost Allocation	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-515000	Overtime	\$ 30,000.00	\$ 2,746.78	\$ 9,458.68	\$ 20,541.32	31.53%
223-023-515500	Vacation Pay	\$ 30,946.00	\$ 2,030.29	\$ 6,705.94	\$ 24,240.06	21.67%
223-023-515600	Holiday Pay	\$ 26,000.00	\$ 1,918.69	\$ 4,102.73	\$ 21,897.27	15.78%
223-023-515800	Sick Pay	\$ 12,106.00	\$ 601.59	\$ 1,452.76	\$ 10,653.24	12.00%
223-023-515900	Compensated Absences	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00	0.00%
223-023-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-517000	Oasdi/city Share 6.2%	\$ 42,944.00	\$ 2,714.39	\$ 9,423.93	\$ 33,520.07	21.94%
223-023-517001	Medicare/city Share 1.45%	\$ 10,146.00	\$ 634.76	\$ 2,203.89	\$ 7,942.11	21.72%
223-023-517401	IMRF	\$ 64,006.00	\$ 3,320.37	\$ 11,296.81	\$ 52,709.19	17.65%
223-023-518000	Group Insurance	\$ 183,055.00	\$ 14,461.70	\$ 44,100.88	\$ 138,954.12	24.09%
223-023-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-518300	Workers Comp Insurance	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	0.00%
223-023-554300	Uniforms And Tools	\$ 3,300.00	\$ -	\$ 2,452.87	\$ 847.13	74.33%
223-023-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Personnel	\$ 1,047,512.00	\$ 66,889.19	\$ 225,122.41	\$ 822,389.59	21.49%
223-023-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-520200	Office Supplies	\$ 300.00	\$ 10.99	\$ 10.99	\$ 289.01	3.66%
223-023-520400	Postage	\$ 28,000.00	\$ 3,037.49	\$ 10,890.63	\$ 17,109.37	38.90%
223-023-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-522400	General Supplies	\$ 2,000.00	\$ 133.92	\$ 211.86	\$ 1,788.14	10.59%
223-023-529000	Equipment	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	0.00%
223-023-556100	Gasoline/diesel Fuel	\$ 110,000.00	\$ 15,292.50	\$ 47,945.17	\$ 62,054.83	43.59%
	Supplies & Materials	\$ 205,300.00	\$ 18,474.90	\$ 59,058.65	\$ 146,241.35	28.77%
223-023-518100	Liability Insurance Premiums	\$ 28,500.00	\$ -	\$ -	\$ 28,500.00	0.00%
223-023-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ 1,200.00	\$ (1,200.00)	0.00%
223-023-534000	Automotive Expense	\$ 150,000.00	\$ 11,130.98	\$ 32,811.10	\$ 117,188.90	21.87%
223-023-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-538000	Maintenance Agreements	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
223-023-550100	Utilities	\$ 600.00	\$ -	\$ -	\$ 600.00	0.00%
223-023-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-555000	Radio Expense	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-023-559900	Bad debt	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-560100	Auditing Fees	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00	0.00%
223-023-561000	legal fees	\$ 800.00	\$ -	\$ -	\$ 800.00	0.00%
223-023-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-566400	Garbage Removal Contract	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-566500	Landfill Expense	\$ 650,000.00	\$ 81,975.13	\$ 109,964.49	\$ 540,035.51	16.92%
223-023-566600	Pest Control	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-569000	Other Contractual Service	\$ 50,000.00	\$ 4,260.49	\$ 7,779.25	\$ 42,220.75	15.56%
223-023-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 883,300.00	\$ 97,366.60	\$ 151,754.84	\$ 731,545.16	17.18%
223-023-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-551000	Printing And Publications	\$ 5,000.00	\$ 210.00	\$ 210.00	\$ 4,790.00	4.20%
223-023-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-557200	License And Inspection Fees	\$ 500.00	\$ 59.00	\$ 118.00	\$ 382.00	23.60%
223-023-590600	Bank/Credit Card Fees	\$ 15,000.00	\$ 1,438.48	\$ 4,532.08	\$ 10,467.92	30.21%
223-023-599000	Miscellaneous	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
223-023-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 20,600.00	\$ 1,707.48	\$ 4,860.08	\$ 15,739.92	23.59%
223-023-599905	OPEB Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-023-599906	IMRF Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
223-023-520231	Transfer to Sewerage Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
023	Garbage	\$ 730,850.00	\$ 58,172.28	\$ 286,472.15	\$ 444,377.85	39.20%
223-025-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-511600	Salary: All Personnel	\$ 120,000.00	\$ 12,549.96	\$ 42,843.61	\$ 77,156.39	35.70%
223-025-515000	Overtime	\$ 8,500.00	\$ 707.04	\$ 2,209.50	\$ 6,290.50	25.99%
223-025-515500	Vacation Pay	\$ 2,500.00	\$ -	\$ 2,621.94	\$ (121.94)	104.88%
223-025-515600	Holiday Pay	\$ 4,214.00	\$ 942.72	\$ 1,649.76	\$ 2,564.24	39.15%
223-025-515800	Sick Pay	\$ 3,563.00	\$ 648.12	\$ 2,315.35	\$ 1,247.65	64.98%
223-025-515900	Compensated Absences	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
223-025-517000	Oasdi/city Share 6.2%	\$ 8,525.00	\$ 884.00	\$ 3,166.27	\$ 5,358.73	37.14%
223-025-517001	Medicare/city Share 1.45%	\$ 2,110.00	\$ 206.73	\$ 740.46	\$ 1,369.54	35.09%
223-025-517401	IMRF	\$ 12,649.00	\$ 1,079.44	\$ 3,754.25	\$ 8,894.75	29.68%
223-025-518000	Group Insurance	\$ 48,350.00	\$ 4,393.78	\$ 13,195.01	\$ 35,154.99	27.29%
223-025-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-554300	Uniforms And Tools	\$ 1,250.00	\$ -	\$ 1,200.00	\$ 50.00	96.00%
223-025-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 213,161.00	\$ 21,411.79	\$ 73,696.15	\$ 139,464.85	34.57%
223-025-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-522400	General Supplies	\$ -	\$ 58.08	\$ 58.08	\$ (58.08)	0.00%
223-025-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-556100	Gasoline/diesel Fuel	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	0.00%
	Supplies & Materials	\$ 20,000.00	\$ 58.08	\$ 58.08	\$ 19,941.92	0.29%
223-025-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-534000	Automotive Expense	\$ 25,000.00	\$ 51.13	\$ 1,973.55	\$ 23,026.45	7.89%
223-025-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-555000	Radio Expense	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-025-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-566501	Compost Site Expense	\$ 100,000.00	\$ 3,967.59	\$ 17,320.64	\$ 82,679.36	17.32%
223-025-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Contractual Services	\$ 125,500.00	\$ 4,018.72	\$ 19,294.19	\$ 106,205.81	15.37%
223-025-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-551000	Printing And Publications	\$ 300.00	\$ 225.00	\$ 225.00	\$ 75.00	75.00%
223-025-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
223-025-557200	License And Inspection Fees	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
223-025-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 350.00	\$ 225.00	\$ 225.00	\$ 125.00	64.29%
025	Yardwaste	\$ (359,011.00)	\$ (25,713.59)	\$ (93,273.42)	\$ (265,737.58)	25.98%
223-026-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-442700	County Grants	\$ 70,000.00	\$ -	\$ 70,651.00	\$ (651.00)	100.93%
	Intergovernmental	\$ 70,000.00	\$ -	\$ 70,651.00	\$ (651.00)	100.93%
223-026-459000	Recycling Revenue	\$ 288.00	\$ 48.00	\$ 144.00	\$ 144.00	50.00%
223-026-491500	Sale of Municipal Property	\$ 12,000.00	\$ 560.00	\$ 1,880.00	\$ 10,120.00	15.67%
223-026-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 12,288.00	\$ 608.00	\$ 2,024.00	\$ 10,264.00	16.47%
223-026-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-511600	Salary: All Personnel	\$ 103,382.00	\$ 6,834.72	\$ 27,101.04	\$ 76,280.96	26.21%
223-026-515000	Overtime	\$ 6,500.00	\$ 353.52	\$ 1,414.08	\$ 5,085.92	21.76%
223-026-515500	Vacation Pay	\$ 3,820.00	\$ 471.36	\$ 1,414.08	\$ 2,405.92	37.02%
223-026-515600	Holiday Pay	\$ 3,804.00	\$ 707.04	\$ 1,178.40	\$ 2,625.60	30.98%
223-026-515800	Sick Pay	\$ 2,365.00	\$ -	\$ 353.52	\$ 2,011.48	14.95%
223-026-515900	Compensated Absences	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
223-026-517000	Oasdi/city Share 6.2%	\$ 7,444.00	\$ 500.79	\$ 1,941.74	\$ 5,502.26	26.08%
223-026-517001	Medicare/city Share 1.45%	\$ 1,820.00	\$ 117.12	\$ 454.10	\$ 1,365.90	24.95%
223-026-517401	IMRF	\$ 10,939.00	\$ 608.25	\$ 2,287.22	\$ 8,651.78	20.91%
223-026-518000	Group Insurance	\$ 28,225.00	\$ 2,121.99	\$ 6,912.40	\$ 21,312.60	24.49%
223-026-518300	Workers Comp Insurance	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
223-026-554300	Uniforms And Tools	\$ 1,200.00	\$ -	\$ 800.00	\$ 400.00	66.67%
223-026-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 178,499.00	\$ 11,714.79	\$ 43,856.58	\$ 134,642.42	24.57%
223-026-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-522400	General Supplies	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
223-026-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-556100	Gasoline/diesel Fuel	\$ 20,000.00	\$ 2,027.91	\$ 6,108.20	\$ 13,891.80	30.54%
	Supplies & Materials	\$ 20,100.00	\$ 2,027.91	\$ 6,108.20	\$ 13,991.80	30.39%
223-026-518100	Liability Insurance Premiums	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	0.00%
223-026-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-534000	Automotive Expense	\$ 25,000.00	\$ 180.01	\$ 6,797.02	\$ 18,202.98	27.19%
223-026-534400	Equipment Repairs	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
223-026-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-555000	Radio Expense	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
223-026-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-566502	Recycling Expense	\$ 80,000.00	\$ 6,498.91	\$ 13,306.78	\$ 66,693.22	16.63%
223-026-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-592000	Community Education	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-598200	Grant Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 108,600.00	\$ 6,678.92	\$ 20,103.80	\$ 88,496.20	18.51%
223-026-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-587001	Lease/Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-550100	Utilities	\$ 600.00	\$ 55.18	\$ 55.18	\$ 544.82	9.20%
223-026-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
223-026-557200	License And Inspection Fees	\$ 200.00	\$ -	\$ -	\$ 200.00	0.00%
223-026-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 800.00	\$ 55.18	\$ 55.18	\$ 744.82	6.90%
026	Recycling	\$ (225,711.00)	\$ (19,868.80)	\$ 2,551.24	\$ (228,262.24)	-1.13%
223	Solid Waste	\$ 146,128.00	\$ 12,589.89	\$ 195,749.97	\$ (49,621.97)	133.96%
231	Sewerage					
231-029-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-442505	Build America Rebates	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-452000	Sewage Treatment - N Pekin	\$ 57,565.00	\$ -	\$ 57,564.84	\$ 0.16	100.00%
231-029-452900	Sewer Connection Fees	\$ -	\$ 1,600.00	\$ 4,910.00	\$ (4,910.00)	0.00%
231-029-458400	Vactor Disposal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-459100	Basic Sewer Service Fees	\$ 6,300,000.00	\$ 572,416.24	\$ 1,617,041.35	\$ 4,682,958.65	25.67%
231-029-459200	Surcharge	\$ 25,000.00	\$ 2,136.99	\$ 6,231.37	\$ 18,768.63	24.93%
231-029-459300	Capital Replacement Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-498900	Non Sufficient Funds Fee	\$ 3,000.00	\$ 425.00	\$ 850.00	\$ 2,150.00	28.33%
	Fees/Charges For Service	\$ 6,385,565.00	\$ 576,578.23	\$ 1,686,597.56	\$ 4,698,967.44	26.41%
231-029-420900	Sewer Contractors License	\$ 2,000.00	\$ 200.00	\$ 800.00	\$ 1,200.00	40.00%
231-029-427200	Sewer Permits	\$ 5,000.00	\$ 675.00	\$ 3,405.00	\$ 1,595.00	68.10%
	Licenses And Permits	\$ 7,000.00	\$ 875.00	\$ 4,205.00	\$ 2,795.00	60.07%
231-029-490100	Interest Earnings	\$ 5,000.00	\$ 52,822.68	\$ 155,611.00	\$ (150,611.00)	3112.22%
231-029-490101	Interest Income - UNUSED	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-490110	Ww Finance Charge	\$ 300,000.00	\$ 20,168.49	\$ 56,730.12	\$ 243,269.88	18.91%
231-029-490300	Court Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 305,000.00	\$ 72,991.17	\$ 212,341.12	\$ 92,658.88	69.62%
231-029-490500	Lien File & Release Fees	\$ 10,000.00	\$ -	\$ 479.20	\$ 9,520.80	4.79%
231-029-490550	Lien Filing Search Fee	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-490600	Water Company Commission	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-491500	Sale Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-029-499400	Proceeds of Auction	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
231-029-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 10,500.00	\$ -	\$ 479.20	\$ 10,020.80	4.56%
231-029-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-492100	IL EPA Loan	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-440223	Transfer from Solid Waste	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-511600	Salary: All Personnel	\$ 183,273.06	\$ 16,411.56	\$ 52,984.80	\$ 130,288.26	28.91%
231-029-515000	Overtime	\$ 1,500.00	\$ 143.62	\$ 458.39	\$ 1,041.61	30.56%
231-029-515500	Vacation Pay	\$ 11,142.24	\$ 1,221.46	\$ 6,121.50	\$ 5,020.74	54.94%
231-029-515600	Holiday Pay	\$ 9,952.54	\$ 666.28	\$ 1,467.39	\$ 8,485.15	14.74%
231-029-515800	Sick Pay	\$ 4,275.14	\$ 190.74	\$ 1,154.75	\$ 3,120.39	27.01%
231-029-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-517000	Oasdi/city Share 6.2%	\$ 12,855.00	\$ 1,127.71	\$ 3,762.51	\$ 9,092.49	29.27%
231-029-517001	Medicare/city Share 1.45%	\$ 3,007.00	\$ 263.74	\$ 880.01	\$ 2,126.99	29.27%
231-029-517401	IMRF	\$ 18,879.85	\$ 1,354.68	\$ 4,521.01	\$ 14,358.84	23.95%
231-029-518000	Group Insurance	\$ 40,611.33	\$ 3,141.27	\$ 10,604.27	\$ 30,007.06	26.11%
231-029-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-559000	Medical Expense/supplies	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
	Personnel	\$ 285,596.16	\$ 24,521.06	\$ 81,954.63	\$ 203,641.53	28.70%
231-029-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-520200	Office Supplies	\$ 300.00	\$ 11.00	\$ 120.99	\$ 179.01	40.33%
231-029-520400	Postage	\$ 30,000.00	\$ 3,049.38	\$ 8,753.18	\$ 21,246.82	29.18%
231-029-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 30,300.00	\$ 3,060.38	\$ 8,874.17	\$ 21,425.83	29.29%
231-029-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-534400	Equipment Repairs	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
231-029-538000	Maintenance Agreements	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-029-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-560700	IL-Am Water Shut Off Expense	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-029-560701	American Water Consmpmn Repts	\$ 12,000.00	\$ 1,039.52	\$ 1,039.52	\$ 10,960.48	8.66%
231-029-560800	Collection Agency Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-561800	Bond Issue Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-562300	Summons Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-569000	Other Contractual Service	\$ 41,000.00	\$ 4,260.58	\$ 7,779.42	\$ 33,220.58	18.97%
231-029-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 56,100.00	\$ 5,300.10	\$ 8,818.94	\$ 47,281.06	15.72%
231-029-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-029-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-590600	Bank/Credit Card Fees	\$ 14,000.00	\$ 1,438.48	\$ 4,532.22	\$ 9,467.78	32.37%
231-029-593300	Lien Filing Fee	\$ 10,000.00	\$ 521.40	\$ 1,753.80	\$ 8,246.20	17.54%
231-029-593302	Judgement Filing Fee	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 24,000.00	\$ 1,959.88	\$ 6,286.02	\$ 17,713.98	26.19%
231-029-599905	OPEB Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-599906	IMRF Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-590400	Interest Paid	\$ 530,000.00	\$ 34,709.58	\$ 91,451.23	\$ 438,548.77	17.25%
231-029-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-591100	Bond Registrar Fees	\$ 500.00	\$ -	\$ 500.00	\$ -	100.00%
231-029-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-591102	Partial Defeasance Genera	\$ -	\$ -	\$ -	\$ -	0.00%
231-029-591400	Loan Payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ 530,500.00	\$ 34,709.58	\$ 91,951.23	\$ 438,548.77	17.33%
231-029-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
029	Waste Water	\$ 5,781,568.84	\$ 580,893.40	\$ 1,705,737.89	\$ 4,075,830.95	29.50%
231-030-499800	Miscellaneous Receipts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Other Revenue	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
231-030-440100	Transfer from General Funds	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-511600	Salary: All Personnel	\$ 222,067.00	\$ 17,555.42	\$ 54,359.70	\$ 167,707.30	24.48%
231-030-511601	Admin Cost Allocation	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-515000	Overtime	\$ 12,000.00	\$ 302.67	\$ 2,729.14	\$ 9,270.86	22.74%
231-030-515500	Vacation Pay	\$ 5,521.06	\$ 12.89	\$ 1,162.40	\$ 4,358.66	21.05%
231-030-515600	Holiday Pay	\$ 652.24	\$ 85.46	\$ 148.05	\$ 504.19	22.70%
231-030-515800	Sick Pay	\$ 447.55	\$ 39.84	\$ 54.70	\$ 392.85	12.22%
231-030-517000	Oasdi/city Share 6.2%	\$ 14,544.13	\$ 1,065.49	\$ 3,474.55	\$ 11,069.58	23.89%
231-030-517001	Medicare/city Share 1.45%	\$ 3,594.92	\$ 249.12	\$ 812.48	\$ 2,782.44	22.60%
231-030-517401	IMRF	\$ 19,000.00	\$ 1,307.76	\$ 4,247.84	\$ 14,752.16	22.36%
231-030-518000	Group Insurance	\$ 63,392.25	\$ 6,027.63	\$ 17,902.79	\$ 45,489.46	28.24%
231-030-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-554300	Uniforms & Tools	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-559000	Medical Expense/supplies	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 341,219.15	\$ 26,646.28	\$ 84,891.65	\$ 256,327.50	24.88%
231-030-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
231-030-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-522400	General Supplies	\$ 2,000.00	\$ 277.44	\$ 904.28	\$ 1,095.72	45.21%
231-030-529000	Equipment	\$ 6,000.00	\$ 2,366.87	\$ 16,932.92	\$ (10,932.92)	282.22%
231-030-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 8,100.00	\$ 2,644.31	\$ 17,837.20	\$ (9,737.20)	220.21%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-030-518100	Liability Insurance Premiums	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	0.00%
231-030-524000	Lease/rental Of Equipment	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
231-030-534000	Automotive Expense	\$ 5,000.00	\$ -	\$ 291.12	\$ 4,708.88	5.82%
231-030-534400	Equipment Repairs	\$ 25,000.00	\$ 5,441.11	\$ 10,865.58	\$ 14,134.42	43.46%
231-030-536000	Tree Removal / Replacemen	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-538000	Maintenance Agreements	\$ 2,900.00	\$ -	\$ -	\$ 2,900.00	0.00%
231-030-550100	Utilities	\$ 21,000.00	\$ 841.31	\$ 1,930.81	\$ 19,069.19	9.19%
231-030-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-551600	Dues And Subscriptions	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
231-030-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-561300	Testing Fees And Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-564000	Sewer Maintenance/Improvements	\$ 200,000.00	\$ 7,938.09	\$ 18,609.09	\$ 181,390.91	9.30%
231-030-569000	Other Contractual Service	\$ 150,000.00	\$ 1,500.00	\$ 2,250.00	\$ 147,750.00	1.50%
231-030-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-569020	Contract Sewer Operation	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 448,900.00	\$ 15,720.51	\$ 33,946.60	\$ 414,953.40	7.56%
231-030-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-580400	Building Purchase/Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-580601	Sewer Repair	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-587000	Machinery And Equipment	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
231-030-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
231-030-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-557310	Railroad Permit Fee	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
231-030-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-599902	Amortization Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
231-030-590400	Interest Paid	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
	Debt Service	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
231-030-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
231-030-520445	Transfer To Capital Proje	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
030	Sanitary Sewer	\$ (815,219.15)	\$ (45,011.10)	\$ (136,675.45)	\$ (678,543.70)	16.77%
231-031-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-511600	Salary: All Personnel	\$ 386,103.83	\$ 30,239.22	\$ 105,383.41	\$ 280,720.42	27.29%
231-031-511601	Admin Cost Allocation	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-515000	Overtime	\$ 10,000.00	\$ 1,123.74	\$ 3,343.60	\$ 6,656.40	33.44%
231-031-515500	Vacation Pay	\$ 33,985.21	\$ 3,461.84	\$ 10,812.25	\$ 23,172.96	31.81%
231-031-515600	Holiday Pay	\$ 18,510.35	\$ 1,759.55	\$ 3,519.10	\$ 14,991.25	19.01%
231-031-515800	Sick Pay	\$ 17,011.16	\$ 406.94	\$ 5,495.55	\$ 11,515.61	32.31%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-031-515900	Compensated Absences	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	0.00%
231-031-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-517000	Oasdi/city Share 6.2%	\$ 27,975.00	\$ 2,209.26	\$ 7,816.96	\$ 20,158.04	27.94%
231-031-517001	Medicare/city Share 1.45%	\$ 6,543.00	\$ 516.71	\$ 1,828.12	\$ 4,714.88	27.94%
231-031-517401	IMRF	\$ 32,803.00	\$ 2,689.27	\$ 9,345.80	\$ 23,457.20	28.49%
231-031-518000	Group Insurance	\$ 96,530.81	\$ 10,096.79	\$ 30,295.43	\$ 66,235.38	31.38%
231-031-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-518300	Workers Comp Insurance	\$ 11,500.00	\$ -	\$ -	\$ 11,500.00	0.00%
231-031-554300	Uniforms And Tools	\$ 3,500.00	\$ -	\$ 1,600.00	\$ 1,900.00	45.71%
231-031-559000	Medical Expense/supplies	\$ 500.00	\$ -	\$ 212.00	\$ 288.00	42.40%
	Personnel	\$ 654,462.36	\$ 52,503.32	\$ 179,652.22	\$ 474,810.14	27.45%
231-031-519000	Training And Education	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
	Training & Education	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
231-031-520200	Office Supplies	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
231-031-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
231-031-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-522200	Chemical Supplies	\$ 160,000.00	\$ 14,629.06	\$ 28,573.06	\$ 131,426.94	17.86%
231-031-522400	General Supplies	\$ 6,000.00	\$ -	\$ 1,807.40	\$ 4,192.60	30.12%
231-031-522600	Machine Lubricant & Oil	\$ 2,000.00	\$ -	\$ 26.62	\$ 1,973.38	1.33%
231-031-529000	Equipment	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
231-031-535000	Material And Hauling	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-556100	Gasoline/diesel Fuel	\$ 3,000.00	\$ 277.54	\$ 1,817.65	\$ 1,182.35	60.59%
231-031-580401	Building Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 221,200.00	\$ 14,906.60	\$ 32,224.73	\$ 188,975.27	14.57%
231-031-518100	Liability Insurance Premiums	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00	0.00%
231-031-524000	Lease/rental Of Equipment	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
231-031-534000	Automotive Expense	\$ 10,000.00	\$ 1,356.99	\$ 1,852.89	\$ 8,147.11	18.53%
231-031-534200	Buildings And Grounds Rep	\$ 10,000.00	\$ 70.58	\$ 70.58	\$ 9,929.42	0.71%
231-031-534400	Equipment Repairs	\$ 50,000.00	\$ 3,171.76	\$ 28,914.51	\$ 21,085.49	57.83%
231-031-536000	Tree removal, trim	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-536300	Snow Removal - Salt	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-536400	Sludge Removal	\$ 100,000.00	\$ 10,465.39	\$ 21,587.14	\$ 78,412.86	21.59%
231-031-538000	Maintenance Agreements	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
231-031-550100	Utilities	\$ 270,000.00	\$ 238.02	\$ 20,758.66	\$ 249,241.34	7.69%
231-031-550300	Telephone	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	0.00%
231-031-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-557300	Epa Permits	\$ 53,000.00	\$ 52,500.00	\$ 52,500.00	\$ 500.00	99.06%
231-031-560100	Auditing Fees	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00%
231-031-560600	Corporate Counsel Fees	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-031-561000	Attorney Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-561300	Testing Fees And Expenses	\$ 50,000.00	\$ 4,753.09	\$ 8,609.10	\$ 41,390.90	17.22%
231-031-566600	Pest Control	\$ 2,600.00	\$ -	\$ 430.00	\$ 2,170.00	16.54%
231-031-569000	Other Contractual Service	\$ 25,000.00	\$ 61.60	\$ 127.60	\$ 24,872.40	0.51%
231-031-599801	Computer Software	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
	Contractual Services	\$ 609,600.00	\$ 72,617.43	\$ 134,850.48	\$ 474,749.52	22.12%
231-031-580400	Building Purchase/Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-580500	Road construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-587000	Machinery And Equipment	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
231-031-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
231-031-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-031-557200	License And Inspection Fees	\$ 500.00	\$ -	\$ 200.00	\$ 300.00	40.00%
231-031-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-031-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 500.00	\$ -	\$ 200.00	\$ 300.00	40.00%
231-031-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
031	Wastewater Treatment Plant	\$ (1,502,762.36)	\$ (140,027.35)	\$ (346,927.43)	\$ (1,155,834.93)	23.09%
231-033-428000	Erosion Control	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-459100	Basic Service Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-414002	Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-499800	Miscellaneous Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-440100	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-440445	Transfer From Capital Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-511600	Salary: All Personnel	\$ 217,633.00	\$ 19,656.02	\$ 58,333.08	\$ 159,299.92	26.80%
231-033-515000	Overtime	\$ -	\$ 201.78	\$ 1,261.09	\$ (1,261.09)	0.00%
231-033-515500	Vacation Pay	\$ 3,263.31	\$ 64.38	\$ 1,424.10	\$ 1,839.21	43.64%
231-033-515600	Holiday Pay	\$ 1,261.78	\$ 179.14	\$ 294.10	\$ 967.68	23.31%
231-033-515800	Sick Pay	\$ 1,128.95	\$ 90.96	\$ 147.01	\$ 981.94	13.02%
231-033-517000	Oasdi/city Share 6.2%	\$ 14,656.42	\$ 1,206.69	\$ 3,696.36	\$ 10,960.06	25.22%
231-033-517001	Medicare/city Share 1.45%	\$ 3,428.03	\$ 282.13	\$ 864.48	\$ 2,563.55	25.22%
231-033-517401	IMRF	\$ 18,322.00	\$ 1,466.49	\$ 4,463.55	\$ 13,858.45	24.36%
231-033-518000	Group Insurance	\$ 52,674.88	\$ 5,309.37	\$ 13,223.02	\$ 39,451.86	25.10%
231-033-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-554300	Uniforms & Tools	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 312,368.37	\$ 28,456.96	\$ 83,706.79	\$ 228,661.58	26.80%
231-033-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-522400	General Supplies	\$ 1,000.00	\$ 93.00	\$ 274.42	\$ 725.58	27.44%
231-033-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-535000	Material And Hauling	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
231-033-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 6,000.00	\$ 93.00	\$ 274.42	\$ 5,725.58	4.57%
231-033-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-524000	Lease/rental Of Equipment	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
231-033-534000	Automotive Expense	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
231-033-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-557300	Epa Permits	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	100.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
231-033-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-560701	Il-amer Ww Billing Charge	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-561300	Lab testing fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-564100	Drainage Improvements	\$ 380,000.00	\$ 11,682.48	\$ 14,179.98	\$ 365,820.02	3.73%
231-033-569000	Other Contractual Service	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
231-033-585400	Drainage District Assessm	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 397,000.00	\$ 13,182.48	\$ 15,679.98	\$ 381,320.02	3.95%
231-033-580200	Land Purchase	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-580601	Sewer Repair	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-550100	Utilities	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-551000	Printing and Publications	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-593300	lien filing & release fees	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-590400	Interest Paid	\$ 4,300.00	\$ 576.87	\$ 1,817.81	\$ 2,482.19	42.27%
231-033-591400	Loan payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ 4,300.00	\$ 576.87	\$ 1,817.81	\$ 2,482.19	42.27%
231-033-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
231-033-520232	Transfer to Storm Water	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
033	Storm Water	\$ (719,668.37)	\$ (42,309.31)	\$ (101,479.00)	\$ (618,189.37)	14.10%
231	Sewerage	\$ 2,743,918.96	\$ 353,545.64	\$ 1,120,656.01	\$ 1,623,262.95	40.84%
240	Motor Fuel					
240-240-414000	Illinois Motor Fuel Tax	\$ 1,500,000.00	\$ 119,026.45	\$ 346,360.04	\$ 1,153,639.96	23.09%
	Taxes	\$ 1,500,000.00	\$ 119,026.45	\$ 346,360.04	\$ 1,153,639.96	23.09%
240-240-435200	Traffic Lgt Maint Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-455001	Franchise Fee - Cilco	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-463500	Late Payment Penalty	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-490100	Interest Earnings	\$ 50,000.00	\$ 21,196.46	\$ 61,142.79	\$ (11,142.79)	122.29%
240-240-490200	Gain On Securities Sold	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 50,000.00	\$ 21,196.46	\$ 61,142.79	\$ (11,142.79)	122.29%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
240-240-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-440445	Transfer from Capital	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-517001	Medicare/city Share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-518000	Group Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-523000	Traffic/Street Signs & Marking	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-535000	Material And Hauling	\$ -	\$ 3,462.89	\$ 8,723.06	\$ (8,723.06)	0.00%
	Supplies & Materials	\$ -	\$ 3,462.89	\$ 8,723.06	\$ (8,723.06)	0.00%
240-240-532000	Electronic Equipment Main	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-534900	Sidewalk Renovation	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-536000	Tree Removal / Replacemen	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-536300	Snow Removal - Salt & Chemical	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
240-240-550500	Electricity For Street Lights	\$ 140,000.00	\$ 9,061.32	\$ 21,578.48	\$ 118,421.52	15.41%
240-240-550600	Electricity For Signal Lights	\$ 14,000.00	\$ 1,454.31	\$ 1,588.65	\$ 12,411.35	11.35%
240-240-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-561300	Testing Fees And Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-561301	Testing - Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-563000	Contract Construction	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-564100	Drainage Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-569000	Other Contractual Service	\$ 15,500.00	\$ -	\$ -	\$ 15,500.00	0.00%
240-240-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 269,500.00	\$ 10,515.63	\$ 23,167.13	\$ 246,332.87	8.60%
240-240-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-580500	Street Construction	\$ 3,832,795.00	\$ -	\$ -	\$ 3,832,795.00	0.00%
240-240-580501	Street Major Repair	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00	0.00%
	Capital Outlay	\$ 4,332,795.00	\$ -	\$ -	\$ 4,332,795.00	0.00%
240-240-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
240-240-520445	Transfer To Capital Proje	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
240	Motor Fuel	\$ (3,052,295.00)	\$ 126,244.39	\$ 375,612.64	\$ (3,427,907.64)	-12.31%
240	Motor Fuel	\$ (3,052,295.00)	\$ 126,244.39	\$ 375,612.64	\$ (3,427,907.64)	-12.31%
261	HUD - 14.218					

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-317-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ 47.40	\$ (47.40)	0.00%
261-317-511100	Demolition Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-317-511500	Econ Development Assist	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	\$ 47.40	\$ (47.40)	0.00%
317	Grant Year 2017	\$ -	\$ -	\$ (47.40)	\$ 47.40	0.00%
261-320-446100	Grant Income	\$ 181,516.00	\$ -	\$ 51,035.53	\$ 130,480.47	28.12%
261-320-446200	Countable Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 181,516.00	\$ -	\$ 51,035.53	\$ 130,480.47	28.12%
261-320-490100	Revolving Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-490101	Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-499802	Cash Short & Over	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-517000	OASDI - City Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-517001	Medicare - City Share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-518000	Group Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-518300	Workers Compensation Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-519000	Staff Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-556100	Gasoline/Diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511100	Demo Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ 21,035.53	\$ (21,035.53)	0.00%
261-320-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-511500	Econ Development Assist	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-551600	Professional Dues/Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-559900	Provision For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Contractual Services	\$ -	\$ -	\$ 21,035.53	\$ (21,035.53)	0.00%
261-320-587100	Office Equip & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-551000	Printing & Publication	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-554200	Meals & Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-599000	Miscellaneous Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
261-320-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
320	Grant Year 2020	\$ 181,516.00	\$ -	\$ 30,000.00	\$ 151,516.00	16.53%
261-321-446100	Grant Income	\$ 180,525.00	\$ -	\$ -	\$ 180,525.00	0.00%
261-321-446200	Countable Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ 180,525.00	\$ -	\$ -	\$ 180,525.00	0.00%
261-321-490100	Revolving Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-490101	Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-499802	Cash Short & Over	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-517000	OASDI - City Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-517001	Medicare - City Share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-518000	Group Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-518300	Workers Compensation Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-519000	Staff Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-556100	Gasoline/Diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511100	Demo Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511300	Public Facilities & Infra	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511400	Fire Prevent Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-511500	Econ Development Assist	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-321-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-551600	Professional Dues/Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-559900	Provision For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-587100	Office Equip & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-551000	Printing & Publication	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-554200	Meals & Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-599000	Miscellaneous Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
261-321-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
321	Grant Year 2021	\$ 180,525.00	\$ -	\$ -	\$ 180,525.00	0.00%
261-322-446100	Grant Income	\$ -	\$ -	\$ 41,624.91	\$ (41,624.91)	0.00%
261-322-446200	Countable Program Income	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-492100	Sec 108 Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ 41,624.91	\$ (41,624.91)	0.00%
261-322-490100	Revolving Loan Interest	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-490101	Loan Interest	\$ -	\$ -	\$ 0.48	\$ (0.48)	0.00%
	Investment Earnings	\$ -	\$ -	\$ 0.48	\$ (0.48)	0.00%
261-322-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-499802	Cash Short & Over	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-511600	Salary: All Personnel	\$ -	\$ 4,770.60	\$ 17,472.09	\$ (17,472.09)	0.00%
261-322-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-515600	Holiday Pay	\$ -	\$ 260.51	\$ 521.02	\$ (521.02)	0.00%
261-322-515800	Sick Pay	\$ -	\$ 179.11	\$ 179.11	\$ (179.11)	0.00%
261-322-517000	OASDI - City Share 6.2%	\$ -	\$ 315.44	\$ 1,103.87	\$ (1,103.87)	0.00%
261-322-517001	Medicare - City Share 1.45%	\$ -	\$ 73.78	\$ 258.15	\$ (258.15)	0.00%
261-322-517401	IMRF	\$ -	\$ 378.78	\$ 1,321.11	\$ (1,321.11)	0.00%
261-322-518000	Group Insurance	\$ -	\$ 899.22	\$ 2,697.66	\$ (2,697.66)	0.00%
261-322-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-518300	Workers Compensation Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ 6,877.44	\$ 23,553.01	\$ (23,553.01)	0.00%
261-322-519000	Staff Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-520200	Office Supplies	\$ -	\$ -	\$ 42.99	\$ (42.99)	0.00%
261-322-520400	Postage	\$ 100.00	\$ -	\$ -	\$ 100.00	0.00%
261-322-556100	Gasoline/Diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 100.00	\$ -	\$ 42.99	\$ 57.01	42.99%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
261-322-511000	Rehab Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-511100	Demo Activity & Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-511200	Public Serv Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-511300	Public Facilities & Infra	\$ -	\$ -	25,797.87	(25,797.87)	0.00%
261-322-511400	Fire Preven Activity/Delivery	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-511500	Econ Development Assist	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-551600	Professional Dues/Subscription	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-559900	Provision for Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-560500	Consulting Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	25,797.87	(25,797.87)	0.00%
261-322-587100	Office Equip & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-551000	Printing & Publications	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-554200	Meals & Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-599000	Miscellaneous Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
261-322-590400	Interest Paid	\$ -	8,677.82	8,677.82	(8,677.82)	0.00%
261-322-591400	Loan Payments	\$ -	30,000.00	30,000.00	(30,000.00)	0.00%
	Debt Service	\$ -	38,677.82	38,677.82	(38,677.82)	0.00%
322	Grant Year 2022	\$ (100.00)	\$ (45,555.26)	\$ (46,446.30)	\$ 46,346.30	46446.30%
261-323-446100	Grant Income	\$ 464,422.00	\$ -	\$ -	\$ 464,422.00	0.00%
261-323-446200	Countable Program Income	\$ 60,137.00	\$ -	\$ -	\$ 60,137.00	0.00%
	Intergovernmental	\$ 524,559.00	\$ -	\$ -	\$ 524,559.00	0.00%
261-323-511600	Salary: All Personnel	\$ 60,230.32	\$ -	\$ -	\$ 60,230.32	0.00%
261-323-515500	Vacation Pay	\$ 2,541.60	\$ -	\$ -	\$ 2,541.60	0.00%
261-323-515600	Holiday Pay	\$ 2,541.60	\$ -	\$ -	\$ 2,541.60	0.00%
261-323-515800	Sick Pay	\$ 762.48	\$ -	\$ -	\$ 762.48	0.00%
261-323-517000	Oasdi/City Share 6.2%	\$ 4,096.71	\$ -	\$ -	\$ 4,096.71	0.00%
261-323-517001	Medicare/City Share 1.45%	\$ 958.10	\$ -	\$ -	\$ 958.10	0.00%
261-323-517401	IMRF	\$ 6,078.99	\$ -	\$ -	\$ 6,078.99	0.00%
261-323-518000	Group Insurance	\$ 10,790.64	\$ -	\$ -	\$ 10,790.64	0.00%
	Personnel	\$ 88,000.44	\$ -	\$ -	\$ 88,000.44	0.00%
261-323-511100	Demo Activity & Delivery	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
261-323-511300	Public Facilities & Infra	\$ 434,000.00	\$ -	\$ -	\$ 434,000.00	0.00%
	Contractual Services	\$ 584,000.00	\$ -	\$ -	\$ 584,000.00	0.00%
261-323-551000	Printing & Publication	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
261-323-590400	Interest Paid	\$ 18,800.00	\$ -	\$ -	\$ 18,800.00	0.00%
	Other Expenditures	\$ 19,300.00	\$ -	\$ -	\$ 19,300.00	0.00%
261-323-591400	Loan Payments	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	0.00%
	Debt Service	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
323	Department	\$ (200,741.44)	\$ -	\$ -	\$ (200,741.44)	0.00%
261	HUD - 14.218	\$ 161,199.56	\$ (45,555.26)	\$ (16,493.70)	\$ 177,693.26	-10.23%
270	TIF CBD					
270-270-410100	Real Estate Tax	\$ 490,000.00	\$ 237,790.79	\$ 237,790.79	\$ 252,209.21	48.53%
270-270-411001	Tif Sales Tax/city	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-411002	Tif Tax Allocation / State	\$ -	\$ -	\$ -	\$ -	0.00%
	Taxes	\$ 490,000.00	\$ 237,790.79	\$ 237,790.79	\$ 252,209.21	48.53%
270-270-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-442800	Park Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-490100	Interest Earnings	\$ 3,500.00	\$ 49.63	\$ 111.99	\$ 3,388.01	3.20%
270-270-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 3,500.00	\$ 49.63	\$ 111.99	\$ 3,388.01	3.20%
270-270-491000	Rental Of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-491300	Prorated Re Tax/city Prop	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-491500	Sale Of Municipal Propert	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-498700	Farmer's Market	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-492000	Bond Proceeds - Principal	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-440261	Transfer From Hud	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-511600	Salary: All Personnel	\$ 19,750.00	\$ 671.40	\$ 1,642.52	\$ 18,107.48	8.32%
270-270-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-515500	Vacation Pay	\$ 510.00	\$ 0.71	\$ 323.99	\$ 186.01	63.53%
270-270-515600	Holiday Pay	\$ 120.00	\$ 3.25	\$ 18.95	\$ 101.05	15.79%
270-270-515800	Sick Pay	\$ 50.00	\$ -	\$ 3.25	\$ 46.75	6.50%
270-270-517000	Oasdi/city Share 6.2%	\$ 1,266.66	\$ 41.82	\$ 121.93	\$ 1,144.73	9.63%
270-270-517001	Medicare/city Share 1.45%	\$ 296.24	\$ 9.76	\$ 28.45	\$ 267.79	9.60%
270-270-517400	Imrf	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-517401	IMRF	\$ 3,677.36	\$ 49.11	\$ 144.56	\$ 3,532.80	3.93%
270-270-518000	Group Insurance	\$ -	\$ 8.48	\$ 164.92	\$ (164.92)	0.00%
270-270-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 25,670.26	\$ 784.53	\$ 2,448.57	\$ 23,221.69	9.54%
270-270-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-535200	Parking Lot Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-560500	Consulting Services	\$ 17,000.00	\$ -	\$ -	\$ 17,000.00	0.00%
270-270-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
270-270-561200	Engineering Fees	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
270-270-562500	Demolition	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-562501	Asbestos Removal	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-583000	Tif Facade Grant/Loan	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-583100	Tif Interior Loan	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591200	Developer Agreement Payments	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
	Contractual Services	\$ 127,000.00	\$ -	\$ -	\$ 127,000.00	0.00%
270-270-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580400	Building Purchase/constru	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580500	Street Construction	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580600	Sewer Construction	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-584000	Construction	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-584009	General Public Improvements	\$ 1,130,000.00	\$ 105,838.90	\$ 362,940.45	\$ 767,059.55	32.12%
270-270-599998	Capital Set Aside	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 1,130,000.00	\$ 105,838.90	\$ 362,940.45	\$ 767,059.55	32.12%
270-270-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-522400	General Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-559800	Loan Forgiveness	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-565300	School Distr Tax Reimbursement	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
270-270-573100	Facade Grants	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-590300	Real Estate Tax Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-598500	Farmer's Market Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00	0.00%
270-270-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591000	Bond Principal Retired	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591100	Bond Registrar Fees	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520100	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520273	Transfer to Tif 3	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-520445	Transfer To Capital Proje	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
270-270-580601	Sewer Repair & Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
270	TIF CBD	\$ (939,170.26)	\$ 131,216.99	\$ (127,486.24)	\$ (811,684.02)	13.57%
270	TIF CBD	\$ (939,170.26)	\$ 131,216.99	\$ (127,486.24)	\$ (811,684.02)	13.57%
273	TIF SIPCA					
273-273-410100	Real Estate Tax	\$ 185,000.00	\$ 91,138.70	\$ 91,138.70	\$ 93,861.30	49.26%
273-273-411002	Tif Tax Allocation/State	\$ -	\$ -	\$ -	\$ -	0.00%
	Taxes	\$ 185,000.00	\$ 91,138.70	\$ 91,138.70	\$ 93,861.30	49.26%
273-273-490100	Interest Earnings	\$ 2,000.00	\$ 30.77	\$ 63.12	\$ 1,936.88	3.16%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Investment Earnings	\$ 2,000.00	\$ 30.77	\$ 63.12	\$ 1,936.88	3.16%
273-273-494100	Property Damage Reimbursement	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-440270	Transfer from Tif 1	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-511600	Salary: All Personnel	\$ 10,846.00	\$ 468.65	\$ 1,166.06	\$ 9,679.94	10.75%
273-273-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-515500	Vacation Pay	\$ 325.00	\$ 0.71	\$ 217.90	\$ 107.10	67.05%
273-273-515600	Holiday Pay	\$ 110.00	\$ 3.25	\$ 14.80	\$ 95.20	13.45%
273-273-515800	Sick Pay	\$ 30.00	\$ -	\$ 3.25	\$ 26.75	10.83%
273-273-517000	Oasdi/city share 6.2%	\$ 672.45	\$ 29.23	\$ 85.86	\$ 586.59	12.77%
273-273-517001	Medicare/city share 1.45%	\$ 157.27	\$ 6.80	\$ 20.02	\$ 137.25	12.73%
273-273-517400	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-517401	IMRF	\$ 1,200.00	\$ 34.34	\$ 101.96	\$ 1,098.04	8.50%
273-273-518000	Group Insurance	\$ 1,500.00	\$ 8.48	\$ 118.72	\$ 1,381.28	7.91%
	Personnel	\$ 14,840.72	\$ 551.46	\$ 1,728.57	\$ 13,112.15	11.65%
273-273-560100	Auditing Fees	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
273-273-560500	Consulting Services	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	0.00%
273-273-561200	Engineering	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00	0.00%
273-273-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-591200	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 306,000.00	\$ -	\$ -	\$ 306,000.00	0.00%
273-273-584009	General Public Improvements	\$ 117,184.00	\$ -	\$ -	\$ 117,184.00	0.00%
	Capital Outlay	\$ 117,184.00	\$ -	\$ -	\$ 117,184.00	0.00%
273-273-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-565300	School Distr Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	0.00%
273-273-565400	Surplus Declaration	\$ 46,500.00	\$ -	\$ -	\$ 46,500.00	0.00%
273-273-590300	Real Estate Tax Expense	\$ -	\$ 3,414.52	\$ 3,414.52	\$ (3,414.52)	0.00%
273-273-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 46,500.00	\$ 3,414.52	\$ 3,414.52	\$ 43,085.48	7.34%
273	Tif SIPCA	\$ (297,524.72)	\$ 87,203.49	\$ 86,058.73	\$ (383,583.45)	-28.92%
273	TIF SIPCA	\$ (297,524.72)	\$ 87,203.49	\$ 86,058.73	\$ (383,583.45)	-28.92%
275	TIF Court Street					
275-275-410100	Real Estate Taxes	\$ 649,973.00	\$ 272,850.29	\$ 272,850.29	\$ 377,122.71	41.98%
	Taxes	\$ 649,973.00	\$ 272,850.29	\$ 272,850.29	\$ 377,122.71	41.98%
275-275-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-517000	Oasdi/city share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-517001	Medicare/city share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-517400	Imrf	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-518000	Group Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
275-275-591200	Developer Agreement Payments	\$ 832,599.00	\$ 70,000.00	\$ 110,000.00	\$ 722,599.00	13.21%
	Contractual Services	\$ 832,599.00	\$ 70,000.00	\$ 110,000.00	\$ 722,599.00	13.21%
275-275-584009	General Public Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-565300	School Distr Tax Reimbursement	\$ 97,496.00	\$ -	\$ -	\$ 97,496.00	0.00%
275-275-565400	Surplus Declaration	\$ -	\$ -	\$ -	\$ -	0.00%
275-275-590400	Interest Paid	\$ -	\$ 1.71	\$ 20.51	\$ (20.51)	0.00%
275-275-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 97,496.00	\$ 1.71	\$ 20.51	\$ 97,475.49	0.02%
275-275-580601	Sewer Repair & Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
275	TIF Court Street	\$ (280,122.00)	\$ 202,848.58	\$ 162,829.78	\$ (442,951.78)	-58.13%
275	TIF Court Street	\$ (280,122.00)	\$ 202,848.58	\$ 162,829.78	\$ (442,951.78)	-58.13%
277	BDD (#1)					
277-277-411006	BDD Sales Taxes	\$ 3,300,000.00	\$ 282,576.85	\$ 806,122.94	\$ 2,493,877.06	24.43%
277-277-411007	BDD Hotel/Motel Taxes	\$ 50,000.00	\$ 614.95	\$ 13,135.65	\$ 36,864.35	26.27%
	Taxes	\$ 3,350,000.00	\$ 283,191.80	\$ 819,258.59	\$ 2,530,741.41	24.46%
277-277-490100	Interest Earnings	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
	Investment Earnings	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
277-277-492100	Loan Proceeds	\$ 5,500,000.00	\$ -	\$ -	\$ 5,500,000.00	0.00%
	Debt Proceeds	\$ 5,500,000.00	\$ -	\$ -	\$ 5,500,000.00	0.00%
277-277-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-517000	Oasdi/city share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-517001	Medicare/city share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-517400	Imrf	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-518000	Group Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-560500	Consulting Services	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
277-277-591200	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	0.00%
277-277-580200	Land Purchase	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-584000	Construction	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-584009	General Public Improvements	\$ 10,846,857.00	\$ 137,643.94	\$ 48,279.03	\$ 10,798,577.97	0.45%
	Capital Outlay	\$ 10,846,857.00	\$ 137,643.94	\$ 48,279.03	\$ 10,798,577.97	0.45%
277-277-590400	Interest Paid	\$ -	\$ 184.88	\$ 368.55	\$ (368.55)	0.00%
277-277-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ 184.88	\$ 368.55	\$ (368.55)	0.00%
277-277-591400	Loan Payments	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
277-277-520100	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
277	BDD (#1)	\$ (2,001,857.00)	\$ 145,362.98	\$ 770,611.01	\$ (2,772,468.01)	-38.49%
277	BDD (#1)	\$ (2,001,857.00)	\$ 145,362.98	\$ 770,611.01	\$ (2,772,468.01)	-38.49%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445	Capital Projects					
445-041-451800	50 / 50 Sidewalk Project	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-463500	Late Payment Penalties	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-463600	Interest Charges	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-490100	Interest Earnings	\$ -	\$ 310.88	\$ 1,082.77	\$ (1,082.77)	0.00%
	Investment Earnings	\$ -	\$ 310.88	\$ 1,082.77	\$ (1,082.77)	0.00%
445-041-498900	Non Sufficient Funds Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-523000	Traffic Street Signs	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-529000	Equipment	\$ -	\$ 7,206.42	\$ 7,206.42	\$ (7,206.42)	0.00%
445-041-535000	Material & Hauling	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-535200	Parking Lot Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ 7,206.42	\$ 7,206.42	\$ (7,206.42)	0.00%
445-041-532000	Electronic Equipment Main	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-534000	Automotive Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-534900	Sidewalk Renovations	\$ 250,000.00	\$ 5,567.84	\$ 13,030.84	\$ 236,969.16	5.21%
445-041-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-569001	Street Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 250,000.00	\$ 5,567.84	\$ 13,030.84	\$ 236,969.16	5.21%
445-041-584000	Construction	\$ 220,000.00	\$ 148,358.01	\$ 148,358.01	\$ 71,641.99	67.44%
	Capital Outlay	\$ 220,000.00	\$ 148,358.01	\$ 148,358.01	\$ 71,641.99	67.44%
445-041-590600	Bank Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-591600	Developer Debt Write Off	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-590400	Interest Paid	\$ 8,300.00	\$ 530.63	\$ 43,995.66	\$ (35,695.66)	530.07%
	Debt Service	\$ 8,300.00	\$ 530.63	\$ 43,995.66	\$ (35,695.66)	530.07%
445-041-511600	Salary: All Personnel	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-517000	Oasdi/city Share 6.2%	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-517001	Medicare/city Share 1.45%	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-517401	IMRF	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-520240	Transfer to MFT	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-524000	Lease/Rental of Equipment	\$ 179,244.33	\$ 2,648.27	\$ 130,362.14	\$ 48,882.19	72.73%
445-041-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-561200	Engineering Fees	\$ 1,860,000.00	\$ 116,458.57	\$ 230,152.05	\$ 1,629,847.95	12.37%
445-041-561300	Testing Fees And Expenses	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-563000	Contract Construction	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-580200	Purchase Of Property	\$ 800,000.00	\$ -	\$ 331,315.62	\$ 468,684.38	41.41%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
445-041-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-580500	Street Construction	\$ 4,123,110.00	\$ 45,390.74	\$ 45,390.74	\$ 4,077,719.26	1.10%
445-041-580501	Street Improvement/Repair	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	0.00%
445-041-587000	Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-590300	Real Estate Tax Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-591500	Sale of Property	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ 6,969,354.33	\$ 164,497.58	\$ 737,220.55	\$ 6,232,133.78	10.58%
445-041-414001	Local Use Gas Tax	\$ 500,000.00	\$ 24,590.05	\$ 119,828.05	\$ 380,171.95	23.97%
445-041-414002	Impound Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-440231	Transfer From Sewerage	\$ 5,555,136.00	\$ -	\$ -	\$ 5,555,136.00	0.00%
445-041-440240	Transfer From Motor Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-440270	Transfer From Tif 1	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-442700	County Grants	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-491000	Rental Of Municipal Prope	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-491500	Sale of Property	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-491900	Incr/decr Investment Valu	\$ -	\$ -	\$ -	\$ -	0.00%
445-041-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Revenue	\$ 6,055,136.00	\$ 24,590.05	\$ 119,828.05	\$ 5,935,307.95	1.98%
041	Capital Projects	\$ (1,392,518.33)	\$ (301,259.55)	\$ (828,900.66)	\$ (563,617.67)	59.53%
445-042-587000	Machinery and Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-042-490800	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
445-042-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
042	Velde Drive Project	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-580401	Capital Purchases Buildings	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-580501	Capital Purchase Street	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-585400	Contract Storm Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-587000	Capital Purchase Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-587500	Impound Capital Vehicle Exp	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-440100	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-464500	Impound Fees TRX to Capital	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-535000	Material & Hauling	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-524000	Lease/Rental of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-569000	Other Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-520231	Transfer to Sewer Fund	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
445-043-414002	Impound Fees	\$ 70,000.00	\$ 2,401.00	\$ 18,553.00	\$ 51,447.00	26.50%
	Capital Revenue	\$ 70,000.00	\$ 2,401.00	\$ 18,553.00	\$ 51,447.00	26.50%
043	Impound Fees	\$ 70,000.00	\$ 2,401.00	\$ 18,553.00	\$ 51,447.00	26.50%
445-045-587500	Capital Purchase Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Expense	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-440100	Transfer from General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-524000	Lease/rental of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-534200	Buildings & Grounds Maintenance	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-580200	Purchase of Property	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-584009	General Public Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-587000	Machinery and Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
445-045-587100	Office Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
045	Department	\$ -	\$ -	\$ -	\$ -	0.00%
445	Capital Projects	\$ (1,322,518.33)	\$ (298,858.55)	\$ (810,347.66)	\$ (512,170.67)	61.27%
501	School Bus					
501-501-450011	District 108 Contract	\$ 3,924,460.95	\$ -	\$ 394,714.94	\$ 3,529,746.01	10.06%
501-501-450012	Transportation Contract	\$ 116,500.00	\$ 15,265.20	\$ 48,085.38	\$ 68,414.62	41.28%
501-501-450013	District 303	\$ 1,444,128.30	\$ -	\$ 168,789.16	\$ 1,275,339.14	11.69%
501-501-450020	Bus passes	\$ 15,000.00	\$ -	\$ 13,368.62	\$ 1,631.38	89.12%
501-501-450030	Bus Special Charters	\$ 195,350.00	\$ -	\$ 27,487.43	\$ 167,862.57	14.07%
501-501-454500	Other Contractual Revenue	\$ 327,352.30	\$ -	\$ 39,422.30	\$ 287,930.00	12.04%
	Fees/Charges For Service	\$ 6,022,791.55	\$ 15,265.20	\$ 691,867.83	\$ 5,330,923.72	11.49%
501-501-494100	City Property Dmg Reimb	\$ -	\$ -	\$ -	\$ -	0.00%
	Fines And Forfeitures	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-490100	Interest Earnings	\$ 400.00	\$ 57.79	\$ 127.05	\$ 272.95	31.76%
	Investment Earnings	\$ 400.00	\$ 57.79	\$ 127.05	\$ 272.95	31.76%
501-501-442900	Other Grant Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-491000	Rental of Municipal Property	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-499404	Sale of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ 108.16	\$ 391.84	21.63%
501-501-499802	Cash Over/Short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 500.00	\$ -	\$ 108.16	\$ 391.84	21.63%
501-501-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-511600	Salary: All Personnel	\$ 389,145.00	\$ 38,257.11	\$ 196,451.48	\$ 192,693.52	50.48%
501-501-511601	Admin Cost Allocation	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-511610	Wages - Full Time Bus	\$ 355,395.00	\$ -	\$ -	\$ 355,395.00	0.00%
501-501-514600	Wages-PartTime Drivers&Monitor	\$ 2,000,000.00	\$ 61,336.20	\$ 425,835.03	\$ 1,574,164.97	21.29%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-515000	Overtime	\$ 75,000.00	\$ 1,601.94	\$ 33,547.47	\$ 41,452.53	44.73%
501-501-515200	Longevity Pay	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	0.00%
501-501-515500	Vacation Pay	\$ 45,000.00	\$ 3,464.53	\$ 6,809.55	\$ 38,190.45	15.13%
501-501-515600	Holiday Pay	\$ 85,000.00	\$ 1,602.89	\$ 11,538.91	\$ 73,461.09	13.58%
501-501-515800	Sick Pay	\$ 10,000.00	\$ 66.20	\$ 1,610.85	\$ 8,389.15	16.11%
501-501-515900	On Job Injury School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-515950	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-517000	Oasdi/city Share 6.2%	\$ 179,461.48	\$ 6,535.36	\$ 41,774.40	\$ 137,687.08	23.28%
501-501-517001	Medicare/city Share 1.45%	\$ 41,970.83	\$ 1,528.57	\$ 9,770.12	\$ 32,200.71	23.28%
501-501-517401	IMRF	\$ 97,671.00	\$ 3,999.29	\$ 18,277.90	\$ 79,393.10	18.71%
501-501-518000	Group Insurance	\$ 120,000.00	\$ 6,400.22	\$ 19,436.53	\$ 100,563.47	16.20%
501-501-518200	Unemployment Insurance	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	0.00%
501-501-518300	Workers Comp Insurance	\$ 110,000.00	\$ -	\$ -	\$ 110,000.00	0.00%
501-501-554300	Uniforms & Tools	\$ 800.00	\$ -	\$ 800.00	\$ -	100.00%
501-501-559000	Medical Expense/supplies	\$ 20,000.00	\$ 1,002.17	\$ 1,998.58	\$ 18,001.42	9.99%
	Personnel	\$ 3,654,443.31	\$ 125,794.48	\$ 767,850.82	\$ 2,886,592.49	21.01%
501-501-519000	Training And Education	\$ 8,000.00	\$ 700.00	\$ 1,125.00	\$ 6,875.00	14.06%
	Training & Education	\$ 8,000.00	\$ 700.00	\$ 1,125.00	\$ 6,875.00	14.06%
501-501-520200	Office Supplies	\$ 2,500.00	\$ -	\$ 287.45	\$ 2,212.55	11.50%
501-501-520400	Postage	\$ 200.00	\$ -	\$ 25.53	\$ 174.47	12.77%
501-501-522000	Photographic Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-522400	General Supplies	\$ 12,000.00	\$ 393.54	\$ 1,773.87	\$ 10,226.13	14.78%
501-501-529000	Equipment	\$ 8,500.00	\$ -	\$ 461.35	\$ 8,038.65	5.43%
501-501-556100	Gasoline/diesel Fuel	\$ 400,000.00	\$ 7,540.70	\$ 78,410.62	\$ 321,589.38	19.60%
	Supplies & Materials	\$ 423,200.00	\$ 7,934.24	\$ 80,958.82	\$ 342,241.18	19.13%
501-501-518100	Liability Insurance Premiums	\$ 84,000.00	\$ -	\$ -	\$ 84,000.00	0.00%
501-501-524000	Lease/rental Of Equipment	\$ 9,000.00	\$ 620.48	\$ 1,861.44	\$ 7,138.56	20.68%
501-501-534000	Automotive Expense	\$ 200,000.00	\$ 34,218.78	\$ 104,904.17	\$ 95,095.83	52.45%
501-501-534400	Equipment Repairs	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
501-501-538000	Maintenance Agreements	\$ 3,000.00	\$ -	\$ 1,493.70	\$ 1,506.30	49.79%
501-501-550100	Utilities	\$ 25,000.00	\$ 736.36	\$ 1,213.35	\$ 23,786.65	4.85%
501-501-550300	Telephone	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
501-501-551600	Dues And Subscriptions	\$ 750.00	\$ -	\$ -	\$ 750.00	0.00%
501-501-555000	Radio Expense	\$ 67,000.00	\$ -	\$ 1,914.36	\$ 65,085.64	2.86%
501-501-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-560100	Auditing Fees	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-560600	Corporate Counsel Fees	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	0.00%
501-501-561000	Legal expense	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-566600	Pest Control	\$ 900.00	\$ -	\$ -	\$ 900.00	0.00%
501-501-569000	Other Contractual Service	\$ 6,500.00	\$ 103.78	\$ 1,103.74	\$ 5,396.26	16.98%
501-501-599801	Computer Software	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	0.00%
	Contractual Services	\$ 469,650.00	\$ 35,679.40	\$ 112,490.76	\$ 357,159.24	23.95%
501-501-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-580400	Building Purchase/construction	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-587000	Machinery And Equipment	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
501-501-587001	Lease / Purchase Equipmen	\$ 1,142,626.00	\$ 888,423.99	\$ 888,423.99	\$ 254,202.01	77.75%
501-501-587100	Office Equipment & Furniture	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
501-501-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ 1,145,626.00	\$ 888,423.99	\$ 888,423.99	\$ 257,202.01	77.55%
501-501-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-534200	Bldng & Grnds Maint/Repairs	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	0.00%
501-501-551000	Printing And Publications	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
501-501-554200	Meals/Lodging	\$ 3,000.00	\$ 15.00	\$ 1,052.00	\$ 1,948.00	35.07%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
501-501-557200	License And Inspection Fees	\$ 12,000.00	\$ 838.00	\$ 1,524.00	\$ 10,476.00	12.70%
501-501-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ 157.34	\$ 842.66	15.73%
501-501-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599901	Abandonment Loss	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 23,500.00	\$ 853.00	\$ 2,733.34	\$ 20,766.66	11.63%
501-501-599905	OPEB Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-599906	IMRF Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-590400	Interest Paid	\$ -	\$ 88,034.01	\$ 88,208.57	\$ (88,208.57)	0.00%
	Debt Service	\$ -	\$ 88,034.01	\$ 88,208.57	\$ (88,208.57)	0.00%
501-501-520100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-520500	Transfer To Municipal Bus	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-520695	Transfer To Insurance Fund	\$ -	\$ -	\$ -	\$ -	0.00%
501-501-520699	Transfer To Vehicle Maint	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
501	School Bus	\$ 299,272.24	\$ (1,132,096.13)	\$ (1,249,688.26)	\$ 1,548,960.50	-417.58%
501	School Bus	\$ 299,272.24	\$ (1,132,096.13)	\$ (1,249,688.26)	\$ 1,548,960.50	-417.58%
525	Airport					
525-525-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-442600	State Grants	\$ 790,770.00	\$ -	\$ -	\$ 790,770.00	0.00%
	Intergovernmental	\$ 790,770.00	\$ -	\$ -	\$ 790,770.00	0.00%
525-525-450040	Gasoline Sales	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-450041	Sale of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-453001	Rental - Airport Shop	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-453002	Rental - Airport Hangars	\$ 60,000.00	\$ 5,235.00	\$ 15,880.00	\$ 44,120.00	26.47%
525-525-453003	Rental - Tie Down Spaces	\$ -	\$ 30.00	\$ 90.00	\$ (90.00)	0.00%
525-525-453004	Sale of Gas	\$ 180,000.00	\$ 24,773.07	\$ 46,326.57	\$ 133,673.43	25.74%
525-525-498900	Non Sufficient Funds Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ 240,000.00	\$ 30,038.07	\$ 62,296.57	\$ 177,703.43	25.96%
525-525-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-442601	Contributed Capital	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-454500	Other Contractual Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-491000	Rental Of Municipal Prope	\$ 20,000.00	\$ 150.00	\$ 4,066.64	\$ 15,933.36	20.33%
525-525-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Other Revenue	\$ 20,500.00	\$ 150.00	\$ 4,066.64	\$ 16,433.36	19.84%
525-525-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-511600	Salary All Personnel	\$ 41,392.00	\$ 1,261.94	\$ 3,916.95	\$ 37,475.05	9.46%
525-525-511601	Admin Cost Allocation	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-515000	Overtime	\$ -	\$ -	\$ 1.18	\$ (1.18)	0.00%
525-525-515500	Vacation Pay	\$ 2,904.00	\$ 64.27	\$ 445.83	\$ 2,458.17	15.35%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
525-525-515600	Holiday	\$ 1,756.55	\$ 42.98	\$ 96.36	\$ 1,660.19	5.49%
525-525-515800	Sick Pay	\$ 1,047.86	\$ 0.53	\$ 18.48	\$ 1,029.38	1.76%
525-525-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-517000	Oasdi/city Share 6.2%	\$ 2,566.30	\$ 83.76	\$ 273.27	\$ 2,293.03	10.65%
525-525-517001	Medicare/city Share 1.45%	\$ 600.18	\$ 19.67	\$ 64.02	\$ 536.16	10.67%
525-525-517401	IMRF	\$ 3,808.06	\$ 99.58	\$ 325.68	\$ 3,482.38	8.55%
525-525-518000	Group Insurance	\$ 8,863.16	\$ 142.29	\$ 543.46	\$ 8,319.70	6.13%
525-525-518300	Workers Comp Insurance	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
	Personnel	\$ 66,938.11	\$ 1,715.02	\$ 5,685.23	\$ 61,252.88	8.49%
525-525-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-520200	Office Supplies	\$ 150.00	\$ -	\$ -	\$ 150.00	0.00%
525-525-520400	Postage	\$ 50.00	\$ -	\$ -	\$ 50.00	0.00%
525-525-522400	General Supplies	\$ 1,000.00	\$ 179.99	\$ 179.99	\$ 820.01	18.00%
525-525-529000	Equipment	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
525-525-556200	Cost of Gas Sold	\$ 180,000.00	\$ 46,846.40	\$ 70,709.08	\$ 109,290.92	39.28%
525-525-556202	Cost of Parts Sold	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 182,700.00	\$ 47,026.39	\$ 70,889.07	\$ 111,810.93	38.80%
525-525-518100	Liability Insurance Premiums	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	0.00%
525-525-524000	Lease/rental Of Equipment	\$ 500.00	\$ 32.95	\$ 65.90	\$ 434.10	13.18%
525-525-534000	Automotive Expense	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	0.00%
525-525-534200	Buildings And Grounds Rep	\$ 20,000.00	\$ 695.00	\$ 695.00	\$ 19,305.00	3.48%
525-525-534400	Equipment Repairs	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	0.00%
525-525-536100	Property Cleanup Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-536300	Snow Removal - Salt And C	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	0.00%
525-525-538000	Maintenance Agreement	\$ 350.00	\$ -	\$ -	\$ 350.00	0.00%
525-525-550100	Utilities	\$ 30,000.00	\$ 654.91	\$ 1,430.56	\$ 28,569.44	4.77%
525-525-550300	Telephone	\$ 3,000.00	\$ 321.68	\$ 643.36	\$ 2,356.64	21.45%
525-525-551600	Dues And Subscriptions	\$ 335.00	\$ -	\$ -	\$ 335.00	0.00%
525-525-556100	Fuel	\$ 800.00	\$ -	\$ -	\$ 800.00	0.00%
525-525-557300	Epa Permits	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-559900	Provisions For Bad Debts	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-560600	Corporate Counsel Fees	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
525-525-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-561301	Concrete Testing	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-566600	Pest Control	\$ 750.00	\$ 60.00	\$ 120.00	\$ 630.00	16.00%
525-525-569000	Other Contractual Service	\$ 45,000.00	\$ 5,443.05	\$ 11,905.61	\$ 33,094.39	26.46%
	Contractual Services	\$ 118,235.00	\$ 7,207.59	\$ 14,860.43	\$ 103,374.57	12.57%
525-525-580201	Land Improvements	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-580401	Building Repairs	\$ -	\$ -	\$ 320.00	\$ (320.00)	0.00%
525-525-587000	Machinery & Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-587001	Lease to own equipment	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-587100	Office Furniture & Equip	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ 320.00	\$ (320.00)	0.00%
525-525-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-557200	License & Inspection Fees	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	0.00%
525-525-590600	Bank/Credit Card Fees	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
525-525-599905	OPEB Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-599906	IMRF Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
525-525-590400	Interest Paid	\$ -	\$ 142.00	\$ 328.42	\$ (328.42)	0.00%
	Debt Service	\$ -	\$ 142.00	\$ 328.42	\$ (328.42)	0.00%
525-525-520100	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
525	Airport	\$ 682,146.89	\$ (25,902.93)	\$ (25,719.94)	\$ 707,866.83	-3.77%
525	Airport	\$ 682,146.89	\$ (25,902.93)	\$ (25,719.94)	\$ 707,866.83	-3.77%
570	Economic Development					
570-570-442500	Federal Grants	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-442600	State Grants	\$ -	\$ -	\$ -	\$ -	0.00%
	Intergovernmental	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-490100	Interest Earnings	\$ 1,100.00	\$ 29.85	\$ 69.04	\$ 1,030.96	6.28%
570-570-490101	Loan Interest	\$ 41,414.00	\$ -	\$ -	\$ 41,414.00	0.00%
570-570-490103	Hospital Loan Interest Reimbur	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ 42,514.00	\$ 29.85	\$ 69.04	\$ 42,444.96	0.16%
570-570-450600	Application Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-491000	Rental Of Municipal Prope	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-491500	Sale Of Municipal Propert	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-493600	Training Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-499210	Donations	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-499802	Cash Over/short	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-492100	Loan Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Proceeds	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-511600	Salary: All Personnel	\$ 73,654.10	\$ 300.71	\$ 815.22	\$ 72,838.88	1.11%
570-570-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-515500	Vacation Pay	\$ 3,076.80	\$ 5.46	\$ 126.09	\$ 2,950.71	4.10%
570-570-515600	Holiday Pay	\$ 3,076.80	\$ 5.36	\$ 14.87	\$ 3,061.93	0.48%
570-570-515800	Sick Pay	\$ 192.30	\$ 0.53	\$ 6.42	\$ 185.88	3.34%
570-570-515900	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-516700	Wellness Program	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-517000	Oasdi/city Share 6.2%	\$ 4,960.00	\$ 19.23	\$ 58.93	\$ 4,901.07	1.19%
570-570-517001	Medicare/city Share 1.45%	\$ 1,160.00	\$ 4.45	\$ 13.66	\$ 1,146.34	1.18%
570-570-517401	IMRF	\$ 7,360.00	\$ 22.71	\$ 70.04	\$ 7,289.96	0.95%
570-570-518000	Group Insurance	\$ 16,800.00	\$ 17.47	\$ 99.58	\$ 16,700.42	0.59%
570-570-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 110,280.00	\$ 375.92	\$ 1,204.81	\$ 109,075.19	1.09%
570-570-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520200	Office Supplies	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
570-570-520400	Postage	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
570-570-529000	Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
570-570-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-524000	Lease/rental Of Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-534400	Equipment Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-538000	Maintenance Agreements	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-551600	Dues And Subscriptions	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
570-570-560500	Consulting Services	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-561200	Engineering Fees	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-567500	Build Illinois Grants	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-568102	Sales Tax Rebate	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-569000	Other Contractual Service	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-591200	Developer Agreement Payments	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-591300	Developer Credit Applied	\$ 70,000.00	\$ -	\$ -	\$ 70,000.00	0.00%
570-570-598100	Public Relations	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 70,250.00	\$ -	\$ -	\$ 70,250.00	0.00%
570-570-580200	Purchase Of Property	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-580400	Building Purchase/constru	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-587100	Office Equipment & Furniture	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Capital Outlay	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
570-570-518700	Mileage	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-551000	Printing And Publications	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
570-570-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-590300	Real Estate Tax Expense	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-593300	Lien Filing Fee	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
570-570-599905	OPEB Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-599906	IMRF Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-590400	Interest Paid	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-591400	Loan Payment	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520100	Transfer to General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520261	Transfer To Hud #2	\$ -	\$ -	\$ -	\$ -	0.00%
570-570-520695	Transfer To Insurance Fun	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
570	Economic Development	\$ (140,516.00)	\$ (346.07)	\$ (1,135.77)	\$ (139,380.23)	0.81%
570	Economic Development	\$ (140,516.00)	\$ (346.07)	\$ (1,135.77)	\$ (139,380.23)	0.81%
695	Insurance					
695-092-490100	Interest	\$ -	\$ 0.88	\$ 2.52	\$ (2.52)	0.00%
	Investment Earnings	\$ -	\$ 0.88	\$ 2.52	\$ (2.52)	0.00%
695-092-479100	Sec 125 Flex Plan Contrib	\$ 58,000.00	\$ 5,021.92	\$ 17,901.69	\$ 40,098.31	30.86%
695-092-499801	Write Off Outstanding Che	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 58,000.00	\$ 5,021.92	\$ 17,901.69	\$ 40,098.31	30.86%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-092-517300	Sec 125 Flex Plan Claims	\$ 57,000.00	\$ 3,855.61	\$ 17,160.25	\$ 39,839.75	30.11%
695-092-517505	Flex Administration Fee	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 57,000.00	\$ 3,855.61	\$ 17,160.25	\$ 39,839.75	30.11%
695-092-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
092	Section 125	\$ 1,000.00	\$ 1,167.19	\$ 743.96	\$ 256.04	74.40%
695-093-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-450500	Liability Ins Premiums Reimb	\$ 650,000.00	\$ -	\$ -	\$ 650,000.00	0.00%
	Transfers From Other Funds	\$ 650,000.00	\$ -	\$ -	\$ 650,000.00	0.00%
695-093-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518110	Claims Paid / General	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518123	Claims Paid / Sanitation	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518125	Claims Paid/Airport	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518131	Claims Paid / Sewerage	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518132	Claims Paid / Street Dept	\$ -	\$ 8,822.13	\$ 8,822.13	\$ (8,822.13)	0.00%
695-093-518133	Claims Paid / Police Prot	\$ -	\$ 500.00	\$ 500.00	\$ (500.00)	0.00%
695-093-518134	Claims Paid / Fire Prot	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518151	Claims Paid / School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518157	Claims Paid / Economic De	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518190	Claims Paid / Tpccc	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518199	Mechanics	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-518400	Premiums Paid	\$ 650,000.00	\$ -	\$ -	\$ 650,000.00	0.00%
695-093-560600	Corporate Counsel Fees	\$ -	\$ -	\$ -	\$ -	0.00%
695-093-561000	Attorney Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 650,000.00	\$ 9,322.13	\$ 9,322.13	\$ 640,677.87	1.43%
093	Liability Insurance	\$ -	\$ (9,322.13)	\$ (9,322.13)	\$ 9,322.13	0.00%
695-094-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-450500	Work Comp Ins Premiums Reimb	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00	0.00%
	Transfers From Other Funds	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00	0.00%
695-094-518310	Workers Comp / General	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518323	Workers Comp / Sanitation	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518331	Workers Comp / Sewerage	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518332	Workers Comp / Street Dep	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518333	Workers Comp / Police Pro	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518334	Workers Comp / Fire Prote	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-094-518350	Workers Comp / Municipal	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518351	Workers Comp / School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518390	Workers Comp / Tpecc	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518399	Workers Comp / VMF	\$ -	\$ -	\$ -	\$ -	0.00%
695-094-518400	Premiums Paid	\$ 577,000.00	\$ -	\$ -	\$ 577,000.00	0.00%
695-094-561000	Legal Fees	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 577,000.00	\$ -	\$ -	\$ 577,000.00	0.00%
695-094-599000	Miscellaneous	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ -	\$ -	\$ -	\$ -	0.00%
094	Work Comp	\$ (27,000.00)	\$ -	\$ -	\$ (27,000.00)	0.00%
695-095-498900	Fees/Charges for Service	\$ -	\$ -	\$ -	\$ -	0.00%
	Fees/Charges For Service	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-490100	Interest Earnings	\$ -	\$ 29.50	\$ 70.11	\$ (70.11)	0.00%
	Investment Earnings	\$ -	\$ 29.50	\$ 70.11	\$ (70.11)	0.00%
695-095-450505	Retiree Ins Premiums	\$ 350,000.00	\$ 20,002.47	\$ 54,856.04	\$ 295,143.96	15.67%
695-095-450515	Police Retiree Premiums	\$ 130,000.00	\$ 4,227.43	\$ 4,227.43	\$ 125,772.57	3.25%
695-095-495200	Excess Health Insurance R	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-495300	Claim Refund	\$ -	\$ -	\$ 24,217.33	\$ (24,217.33)	0.00%
695-095-495400	Ppo Refund	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-495500	Drug Card Rebate	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	0.00%
695-095-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-499801	Write Off Outstanding Che	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ 580,000.00	\$ 24,229.90	\$ 83,300.80	\$ 496,699.20	14.36%
695-095-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-450500	Premiums - Interfund	\$ 4,102,341.48	\$ 294,052.95	\$ 891,800.22	\$ 3,210,541.26	21.74%
695-095-450501	Premiums - Employees	\$ 445,658.52	\$ -	\$ -	\$ 445,658.52	0.00%
695-095-450510	Premiums - BCBS	\$ 1,300,000.00	\$ 96,351.99	\$ 297,862.42	\$ 1,002,137.58	22.91%
	Transfers From Other Funds	\$ 5,848,000.00	\$ 390,404.94	\$ 1,189,662.64	\$ 4,658,337.36	20.34%
695-095-519000	Training And Education	\$ -	\$ -	\$ -	\$ -	0.00%
	Training & Education	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517500	Health Claims Paid/Active	\$ -	\$ 4,746.62	\$ 19,211.59	\$ (19,211.59)	0.00%
695-095-517501	Administration Fees	\$ 2,500.00	\$ 356.30	\$ 24,826.51	\$ (22,326.51)	993.06%
695-095-517502	Reinsurance Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517503	Organ Transplant Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517504	A D & D Life Premium	\$ 24,000.00	\$ 1,284.10	\$ 3,013.99	\$ 20,986.01	12.56%
695-095-517505	Flex Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517506	Vision Coverage	\$ 23,000.00	\$ 1,368.48	\$ 4,155.84	\$ 18,844.16	18.07%
695-095-517507	Health Insurance Premium	\$ 4,548,000.00	\$ 281,676.13	\$ 856,604.24	\$ 3,691,395.76	18.83%
695-095-517508	Stop Loss	\$ -	\$ -	\$ 34,778.04	\$ (34,778.04)	0.00%
695-095-517509	Police BCBS Health Ins Plan	\$ 1,300,000.00	\$ 124,899.12	\$ 263,034.05	\$ 1,036,965.95	20.23%
695-095-517511	Dental Coverage	\$ 67,000.00	\$ 16,135.22	\$ 48,975.23	\$ 18,024.77	73.10%
695-095-517512	Dental Coverage-Retirees	\$ 17,500.00	\$ 4,112.10	\$ 11,569.04	\$ 5,930.96	66.11%
695-095-517513	Vision Coverage Retirees	\$ 1,500.00	\$ 349.25	\$ 982.99	\$ 517.01	65.53%
695-095-517515	Health Insurance Prem-Retirees	\$ 350,000.00	\$ 87,578.23	\$ 280,614.31	\$ 69,385.69	80.18%
695-095-517600	Central States Premium	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-517700	Drug Card Charges	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-569000	Other Contractual Service	\$ 25,000.00	\$ 1,405.00	\$ 2,838.69	\$ 22,161.31	11.35%
	Contractual Services	\$ 6,358,500.00	\$ 523,910.55	\$ 1,550,604.52	\$ 4,807,895.48	24.39%
695-095-516700	Wellness Program	\$ 42,000.00	\$ 694.97	\$ 1,263.47	\$ 40,736.53	3.01%
695-095-516900	Smoking Cessation Program	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
695-095-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-599000	Miscellaneous	\$ 1,500.00	\$ 2,058.03	\$ 2,058.03	\$ (558.03)	137.20%
695-095-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 43,500.00	\$ 2,753.00	\$ 3,321.50	\$ 40,178.50	7.64%
695-095-517510	Fire Ins Trust Fund Pmts	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
695-095-520092	Transfer To Insurance Fle	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
095	Medical	\$ 26,000.00	\$ (111,999.21)	\$ (280,892.47)	\$ 306,892.47	-1080.36%
695	Insurance	\$ -	\$ (120,154.15)	\$ (289,470.64)	\$ 289,470.64	0.00%
699	Vehicle Maintenance					
699-069-450040	Gasoline Sales - Interfun	\$ 808,647.00	\$ 47,274.92	\$ 213,164.39	\$ 595,482.61	26.36%
699-069-450041	Sale of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-450042	Sale of Parts	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-450043	Labor	\$ 475,000.00	\$ 31,460.62	\$ 106,467.54	\$ 368,532.46	22.41%
	Fees/Charges For Service	\$ 1,283,647.00	\$ 78,735.54	\$ 319,631.93	\$ 964,015.07	24.90%
699-069-490100	Interest Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
	Investment Earnings	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-495600	Insurance Reimbursements	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-499800	Miscellaneous Receipts	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
	Other Revenue	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
699-069-440100	Transfer From General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-440501	Transfer From School Bus	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-511600	Salary: All Personnel	\$ 290,695.24	\$ 18,823.37	\$ 63,945.73	\$ 226,749.51	22.00%
699-069-515000	Overtime	\$ 10,000.00	\$ 567.10	\$ 1,775.78	\$ 8,224.22	17.76%
699-069-515500	Vacation Pay	\$ 20,508.76	\$ 1,507.20	\$ 4,425.89	\$ 16,082.87	21.58%
699-069-515600	Holiday Pay	\$ 13,958.05	\$ 1,076.90	\$ 2,103.80	\$ 11,854.25	15.07%
699-069-515800	Sick Pay	\$ 6,643.95	\$ 205.53	\$ 2,694.92	\$ 3,949.03	40.56%
699-069-515900	Injury Pay	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-515950	Compensated Absences	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-517000	Oasdi/city Share 6.2%	\$ 22,736.00	\$ 1,319.91	\$ 4,555.03	\$ 18,180.97	20.03%
699-069-517001	Medicare/city Share 1.45%	\$ 5,317.00	\$ 308.65	\$ 1,065.19	\$ 4,251.81	20.03%
699-069-517401	IMRF	\$ 26,660.00	\$ 1,607.04	\$ 5,432.19	\$ 21,227.81	20.38%
699-069-518000	Group Insurance	\$ 71,001.95	\$ 6,044.92	\$ 20,469.01	\$ 50,532.94	28.83%
699-069-518300	Workers Comp Insurance	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
699-069-554300	Uniforms And Tools	\$ 4,500.00	\$ -	\$ 2,400.00	\$ 2,100.00	53.33%
699-069-559000	Medical Expense/supplies	\$ 300.00	\$ -	\$ -	\$ 300.00	0.00%
	Personnel	\$ 484,320.95	\$ 31,460.62	\$ 108,867.54	\$ 375,453.41	22.48%
699-069-519000	Training And Education	\$ 2,000.00	\$ -	\$ 193.00	\$ 1,807.00	9.65%
	Training & Education	\$ 2,000.00	\$ -	\$ 193.00	\$ 1,807.00	9.65%
699-069-520200	Office Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-520400	Postage	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-522400	General Supplies	\$ 5,000.00	\$ 166.39	\$ 360.71	\$ 4,639.29	7.21%
699-069-529000	Equipment	\$ 3,000.00	\$ 90.74	\$ 90.74	\$ 2,909.26	3.02%
699-069-556100	Gasoline/diesel Fuel	\$ -	\$ 123.48	\$ 123.48	\$ (123.48)	0.00%
699-069-556200	Cost Of Fuel Sold	\$ 750,000.00	\$ 47,558.42	\$ 214,125.49	\$ 535,874.51	28.55%
699-069-556201	Cost Of Oil	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699-069-556202	Cost Of Parts	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 758,000.00	\$ 47,939.03	\$ 214,700.42	\$ 543,299.58	28.32%
699-069-518100	Liability Insurance Premiums	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	0.00%
699-069-524000	Lease/rental Of Equipment	\$ 1,500.00	\$ 127.71	\$ 383.13	\$ 1,116.87	25.54%
699-069-534000	Automotive Expense	\$ 3,500.00	\$ (75.93)	\$ 1,079.31	\$ 2,420.69	30.84%
699-069-534200	Bldngs & Grnds Maint/Repairs	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-534400	Equipment Repairs	\$ 3,000.00	\$ 1,535.00	\$ 1,535.00	\$ 1,465.00	51.17%
699-069-534500	Core Charge/credit	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-538000	Maintenance Agreements	\$ 1,000.00	\$ -	\$ 24.16	\$ 975.84	2.42%
699-069-550100	Utilities	\$ 10,000.00	\$ -	\$ 630.73	\$ 9,369.27	6.31%
699-069-550300	Telephone	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-551600	Dues And Subscriptions	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-555000	Radio Expense	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-557300	EPA Permit	\$ 850.00	\$ -	\$ -	\$ 850.00	0.00%
699-069-566600	Pest Control	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-569000	Other Contractual Service	\$ 10,000.00	\$ 786.24	\$ 2,057.60	\$ 7,942.40	20.58%
699-069-599801	Computer Software	\$ -	\$ -	\$ -	\$ -	0.00%
	Contractual Services	\$ 39,850.00	\$ 2,373.02	\$ 5,709.93	\$ 34,140.07	14.33%
699-069-587000	Machinery And Equipment	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-587500	Vehicles	\$ -	\$ -	\$ -	\$ -	0.00%
	Capital Outlay	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-551000	Printing And Publications	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-554200	Meals Lodging	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-557200	License And Inspection Fees	\$ -	\$ 50.00	\$ 50.00	\$ (50.00)	0.00%
699-069-590400	Interest Paid	\$ -	\$ 44.68	\$ 107.76	\$ (107.76)	0.00%
699-069-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599000	Miscellaneous	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
699-069-599600	Overage & Shrinkage	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599802	Computer Hardware	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599999	Contingency	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Expenditures	\$ 1,000.00	\$ 94.68	\$ 157.76	\$ 842.24	15.78%
699-069-599905	OPEB Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
699-069-599906	IMRF Pension Expense	\$ -	\$ -	\$ -	\$ -	0.00%
	Benefit Payments	\$ -	\$ -	\$ -	\$ -	0.00%
069	City Vehicle Maintenance	\$ (1,023.95)	\$ (3,131.81)	\$ (9,996.72)	\$ 8,972.77	976.29%
699-070-450040	Gasoline Sales - Tazwell Cnty	\$ 6,500.00	\$ -	\$ 714.70	\$ 5,785.30	11.00%
699-070-450041	Sale of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-450042	Sale of Parts	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
699-070-450043	Labor	\$ 2,000.00	\$ -	\$ 357.50	\$ 1,642.50	17.88%
	Fees/Charges For Service	\$ 9,500.00	\$ -	\$ 1,072.20	\$ 8,427.80	11.29%
699-070-499800	Miscellaneous Receipts	\$ -	\$ -	\$ -	\$ -	0.00%
	Other Revenue	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-511600	Salary: All Personnel	\$ 709.00	\$ -	\$ 181.32	\$ 527.68	25.57%
699-070-515000	Overtime	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-515500	Vacation Pay	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-515600	Holiday Pay	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-515800	Sick Pay	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-517000	Oasdi/city Share 6.2%	\$ 43.00	\$ -	\$ 10.77	\$ 32.23	25.05%
699-070-517001	Medicare/city Share 1.45%	\$ 10.00	\$ -	\$ 2.51	\$ 7.49	25.10%
699-070-517401	IMRF	\$ 61.00	\$ -	\$ 13.18	\$ 47.82	21.61%
699-070-518000	Group Insurance	\$ 153.00	\$ -	\$ 53.58	\$ 99.42	35.02%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
699-070-518300	Workers Comp Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
	Personnel	\$ 976.00	\$ -	\$ 261.36	\$ 714.64	26.78%
699-070-556100	Gasoline/diesel Fuel	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-556200	Cost Of Fuel Sold	\$ 6,500.00	\$ -	\$ 714.70	\$ 5,785.30	11.00%
699-070-556201	Cost Of Oil	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-556202	Cost Of Parts	\$ -	\$ -	\$ -	\$ -	0.00%
	Supplies & Materials	\$ 6,500.00	\$ -	\$ 714.70	\$ 5,785.30	11.00%
699-070-518100	Liability Insurance Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
699-070-534000	Automotive Expense	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
	Contractual Services	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0.00%
070	Tazewell Co Vehicle Maint	\$ 1,024.00	\$ -	\$ 96.14	\$ 927.86	9.39%
699	Vehicle Maintenance	\$ 0.05	\$ (3,131.81)	\$ (9,900.58)	\$ 9,900.63	-19801160.00%
924	Library					
924-924-410100	Real Estate Tax	\$ 1,619,911.00	\$ 707,993.11	\$ 707,993.11	\$ 911,917.89	43.71%
924-924-412000	Replacement P/p Tax - State	\$ 396,870.00	\$ -	\$ 69,427.36	\$ 327,442.64	17.49%
	Taxes	\$ 2,016,781.00	\$ 707,993.11	\$ 777,420.47	\$ 1,239,360.53	38.55%
924-924-437900	South Pekin Revenue	\$ 13,000.00	\$ -	\$ -	\$ 13,000.00	0.00%
924-924-438300	South Pekin Per Capita Grant	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	0.00%
924-924-438700	Other Grants	\$ 1,890.00	\$ -	\$ -	\$ 1,890.00	0.00%
924-924-445000	Per Capita Grant	\$ 46,810.00	\$ 46,803.23	\$ 46,803.23	\$ 6.77	99.99%
	Intergovernmental	\$ 63,200.00	\$ 46,803.23	\$ 46,803.23	\$ 16,396.77	74.06%
924-924-456900	Passports	\$ 15,000.00	\$ 1,070.00	\$ 3,569.06	\$ 11,430.94	23.79%
924-924-457001	Friends Book Sale	\$ 11,000.00	\$ 1,734.83	\$ 3,731.40	\$ 7,268.60	33.92%
924-924-457002	Copy Machines	\$ 3,000.00	\$ 215.60	\$ 525.05	\$ 2,474.95	17.50%
924-924-457003	Printing Fees (library)	\$ 7,000.00	\$ 883.98	\$ 2,094.48	\$ 4,905.52	29.92%
924-924-457005	Non-resident Fees	\$ 6,200.00	\$ 349.92	\$ 1,028.20	\$ 5,171.80	16.58%
924-924-457006	Books - Lost And Damaged	\$ 1,500.00	\$ 266.89	\$ 645.24	\$ 854.76	43.02%
924-924-457007	Room Use Fees	\$ 1,800.00	\$ 37.50	\$ 552.60	\$ 1,247.40	30.70%
924-924-457008	Book Rental Fee	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-457009	Staff Sales	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-457010	Fax Fee	\$ 2,200.00	\$ 158.70	\$ 409.85	\$ 1,790.15	18.63%
	Fees/Charges For Service	\$ 47,700.00	\$ 4,717.42	\$ 12,555.88	\$ 35,144.12	26.32%
924-924-465001	Library Fines - Adult Dep	\$ 5,000.00	\$ 397.87	\$ 1,125.71	\$ 3,874.29	22.51%
924-924-465002	Library Fines - Junior De	\$ -	\$ 4.10	\$ 19.10	\$ (19.10)	0.00%
	Fines And Forfeitures	\$ 5,000.00	\$ 401.97	\$ 1,144.81	\$ 3,855.19	22.90%
924-924-490100	Interest Earnings	\$ 600.00	\$ 1,551.64	\$ 4,601.65	\$ (4,001.65)	766.94%
924-924-490102	Endowment Interest	\$ 350.00	\$ 7.74	\$ 23.47	\$ 326.53	6.71%
924-924-490111	Interest Earnings Capital	\$ 50.00	\$ 5.26	\$ 15.96	\$ 34.04	31.92%
	Investment Earnings	\$ 1,000.00	\$ 1,564.64	\$ 4,641.08	\$ (3,641.08)	464.11%
924-924-491100	Refund On Insurance Premi	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-498800	Capital Development	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-499100	Insurance Recoveries	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-499200	Gifts And Memorials	\$ 10,000.00	\$ 2,850.16	\$ 3,521.16	\$ 6,478.84	35.21%
924-924-499300	Iptip / Gift Fund	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-499800	Miscellaneous Receipts	\$ 2,500.00	\$ 289.50	\$ 449.05	\$ 2,050.95	17.96%
	Other Revenue	\$ 12,500.00	\$ 3,139.66	\$ 3,970.21	\$ 8,529.79	31.76%
924-924-440100	Transfer from Library	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-450500	Premiums	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers From Other Funds	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-511600	Salary: All Personnel	\$ 695,000.00	\$ 43,932.03	\$ 155,065.30	\$ 539,934.70	22.31%
924-924-515500	Vacation Pay	\$ 37,000.00	\$ 3,600.24	\$ 14,557.11	\$ 22,442.89	39.34%
924-924-515600	Holiday Pay	\$ 29,000.00	\$ 2,329.55	\$ 7,103.27	\$ 21,896.73	24.49%
924-924-515800	Sick Pay	\$ 22,000.00	\$ 1,548.35	\$ 5,324.79	\$ 16,675.21	24.20%
924-924-516700	Wellness Programs	\$ 250.00	\$ -	\$ -	\$ 250.00	0.00%
924-924-517000	Oasdi/city Share 6.2%	\$ 42,780.00	\$ 3,114.14	\$ 11,044.80	\$ 31,735.20	25.82%
924-924-517001	Medicare/city Share 1.45%	\$ 10,050.00	\$ 728.31	\$ 2,583.10	\$ 7,466.90	25.70%
924-924-517401	IMRF	\$ 60,800.00	\$ 3,139.17	\$ 11,220.13	\$ 49,579.87	18.45%
924-924-518000	Group Insurance	\$ 161,020.00	\$ 6,500.89	\$ 22,649.94	\$ 138,370.06	14.07%
924-924-518300	Workers Comp Insurance	\$ 2,300.00	\$ 2,142.00	\$ 2,142.00	\$ 158.00	93.13%
	Personnel	\$ 1,060,200.00	\$ 67,034.68	\$ 231,690.44	\$ 828,509.56	21.85%
924-924-520200	Office Supplies	\$ 6,900.00	\$ 61.61	\$ 434.24	\$ 6,465.76	6.29%
924-924-520300	Library Supplies	\$ 9,400.00	\$ 434.22	\$ 853.41	\$ 8,546.59	9.08%
924-924-520303	Reader-printer - Supplies	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-520400	Postage	\$ 900.00	\$ 11.07	\$ 41.47	\$ 858.53	4.61%
924-924-520600	Ocle Cataloging	\$ 5,600.00	\$ 5,954.98	\$ 5,954.98	\$ (354.98)	106.34%
924-924-522700	Electronic Resources	\$ 17,000.00	\$ -	\$ 14,328.50	\$ 2,671.50	84.29%
924-924-522701	E-Books	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00	0.00%
924-924-522702	E-Audiobooks	\$ 10,400.00	\$ -	\$ -	\$ 10,400.00	0.00%
924-924-522703	E-Videos	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	100.00%
924-924-523301	Adult * Books - Fiction	\$ 20,000.00	\$ 1,892.90	\$ 5,617.51	\$ 14,382.49	28.09%
924-924-523302	Children's * Books - Fict	\$ 18,500.00	\$ 1,025.30	\$ 2,913.37	\$ 15,586.63	15.75%
924-924-523304	Large Print Books	\$ 8,000.00	\$ 482.78	\$ 1,903.39	\$ 6,096.61	23.79%
924-924-523401	Adult * Books - Non-fict	\$ 20,000.00	\$ 677.44	\$ 3,729.49	\$ 16,270.51	18.65%
924-924-523402	Children's * Books - Non-	\$ 10,800.00	\$ 311.51	\$ 579.68	\$ 10,220.32	5.37%
924-924-523404	Large Print Books	\$ 300.00	\$ 18.00	\$ 54.06	\$ 245.94	18.02%
924-924-523500	Rental Book Purchase	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-523501	Adult * Periodicals	\$ 4,250.00	\$ 343.52	\$ 615.83	\$ 3,634.17	14.49%
924-924-523502	Children's * Periodicals	\$ 600.00	\$ -	\$ 363.38	\$ 236.62	60.56%
924-924-523603	Music CD's	\$ 1,200.00	\$ 80.73	\$ 252.08	\$ 947.92	21.01%
924-924-523700	Video DVD's	\$ 6,000.00	\$ 514.72	\$ 1,052.82	\$ 4,947.18	17.55%
924-924-523701	Adult Audiobooks	\$ 3,000.00	\$ 372.91	\$ 877.58	\$ 2,122.42	29.25%
924-924-523702	Children's Audiobooks	\$ 1,300.00	\$ 1,246.68	\$ 1,246.68	\$ 53.32	95.90%
924-924-523709	Capitalized Books	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-523900	Program Supplies	\$ 1,200.00	\$ 164.24	\$ 320.72	\$ 879.28	26.73%
924-924-523901	Adult * Programs	\$ 8,000.00	\$ 520.47	\$ 1,741.56	\$ 6,258.44	21.77%
924-924-523902	Children's * Programs	\$ 14,000.00	\$ 999.63	\$ 4,776.25	\$ 9,223.75	34.12%
924-924-529000	Equipment	\$ 4,900.00	\$ -	\$ 1,924.36	\$ 2,975.64	39.27%
	Supplies & Materials	\$ 185,250.00	\$ 16,112.71	\$ 50,581.36	\$ 134,668.64	27.30%
924-924-520302	Copy Machine - Rental And	\$ 10,500.00	\$ -	\$ 6,110.62	\$ 4,389.38	58.20%
924-924-534300	Equipment - Repairs And M	\$ 8,000.00	\$ 511.98	\$ 3,917.21	\$ 4,082.79	48.97%
924-924-534600	Building Repairs & Mainte	\$ 26,000.00	\$ 2,641.75	\$ 9,626.04	\$ 16,373.96	37.02%
924-924-538000	Maintenance Agreements	\$ 84,900.00	\$ 5,284.59	\$ 18,229.82	\$ 66,670.18	21.47%
924-924-550101	Electricity	\$ 60,000.00	\$ 3,999.65	\$ 6,776.28	\$ 53,223.72	11.29%
924-924-550102	Water	\$ 5,775.00	\$ 454.18	\$ 1,377.48	\$ 4,397.52	23.85%
924-924-550103	Gas	\$ 13,500.00	\$ -	\$ 4,274.16	\$ 9,225.84	31.66%
924-924-550300	Telephone	\$ 3,400.00	\$ 259.18	\$ 783.95	\$ 2,616.05	23.06%
924-924-550900	General Insurance	\$ 19,000.00	\$ -	\$ 3,700.00	\$ 15,300.00	19.47%
924-924-551507	Purchases - Newspapers	\$ 3,700.00	\$ 200.00	\$ 200.00	\$ 3,500.00	5.41%
924-924-551600	Dues And Subscriptions	\$ 2,100.00	\$ 75.00	\$ 411.00	\$ 1,689.00	19.57%
924-924-551900	Lost Books / Ill	\$ 300.00	\$ 10.00	\$ 23.00	\$ 277.00	7.67%
924-924-554206	Conference And Meeting Ex	\$ 3,300.00	\$ 83.64	\$ 343.04	\$ 2,956.96	10.40%
924-924-554207	Travel	\$ 2,775.00	\$ 50.44	\$ 182.43	\$ 2,592.57	6.57%
924-924-561500	Property Management Expen	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-563204	Isp	\$ 4,000.00	\$ 314.99	\$ 944.97	\$ 3,055.03	23.62%
924-924-569000	Other Contractual Service	\$ 500.00	\$ -	\$ -	\$ 500.00	0.00%
924-924-599100	Staff Purchases	\$ -	\$ -	\$ -	\$ -	0.00%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)

General Ledger

Non General Fund Revenue vs Expense Detail

Period 03 - 03

Fiscal Year 2024

Account Number	Description	Budget	Current Month	Year to Date	Balance	% Budget
924-924-599200	Designated Fund Purchases	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599300	Purchases From Gifts	\$ 10,000.00	\$ 2,774.82	\$ 4,806.50	\$ 5,193.50	48.07%
924-924-599301	Purchases From Endowment	\$ 200.00	\$ 3,650.00	\$ 5,840.00	\$ (5,640.00)	2920.00%
924-924-599801	Computer Software	\$ 3,000.00	\$ 167.92	\$ 636.02	\$ 2,363.98	21.20%
924-924-599803	Literacy Grant Purchases	\$ 1,690.00	\$ -	\$ -	\$ 1,690.00	0.00%
	Contractual Services	\$ 262,640.00	\$ 20,478.14	\$ 68,182.52	\$ 194,457.48	25.96%
924-924-580400	Building Purchase/constru	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-580401	Building Repair	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-598800	Capital Development	\$ 92,070.00	\$ 19,614.00	\$ 37,489.05	\$ 54,580.95	40.72%
	Capital Outlay	\$ 92,070.00	\$ 19,614.00	\$ 37,489.05	\$ 54,580.95	40.72%
924-924-518200	Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-566300	Circulation System	\$ 31,000.00	\$ 32,139.00	\$ 32,139.00	\$ (1,139.00)	103.67%
924-924-590600	Bank Charges	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-598300	Per Capita Grant	\$ 46,810.00	\$ -	\$ 6,628.00	\$ 40,182.00	14.16%
924-924-598400	Passport Expense	\$ 2,100.00	\$ 151.30	\$ 612.13	\$ 1,487.87	29.15%
924-924-598700	Transfer To Friends	\$ 11,000.00	\$ 855.55	\$ 3,252.04	\$ 7,747.96	29.56%
924-924-599000	Miscellaneous	\$ 2,000.00	\$ 46.06	\$ 549.46	\$ 1,450.54	27.47%
924-924-599302	Fixed Asset Transfer	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599700	Fixed Asset Disposal	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599802	Computer Hardware	\$ 5,500.00	\$ 317.50	\$ 317.50	\$ 5,182.50	5.77%
924-924-599900	Depreciation Expense	\$ -	\$ -	\$ -	\$ -	0.00%
924-924-599999	Contingency	\$ 3,986.00	\$ -	\$ -	\$ 3,986.00	0.00%
	Other Expenditures	\$ 102,396.00	\$ 33,509.41	\$ 43,498.13	\$ 58,897.87	42.48%
924-924-590400	Interest Paid	\$ 99,656.25	\$ 750.00	\$ 73,187.50	\$ 26,468.75	73.44%
924-924-591000	Bond Principal Retired	\$ 298,969.00	\$ -	\$ -	\$ 298,969.00	0.00%
924-924-591101	Bond Issuance Costs	\$ -	\$ -	\$ -	\$ -	0.00%
	Debt Service	\$ 398,625.25	\$ 750.00	\$ 73,187.50	\$ 325,437.75	18.36%
924-924-520100	Transfer to General Fund	\$ 45,000.00	\$ 3,750.00	\$ 3,750.00	\$ 41,250.00	8.33%
924-924-544100	Transfer To General Fund	\$ -	\$ -	\$ -	\$ -	0.00%
	Transfers To Other Funds	\$ 45,000.00	\$ 3,750.00	\$ 3,750.00	\$ 41,250.00	8.33%
924	Library	\$ -	\$ 603,371.09	\$ 338,156.68	\$ (338,156.93)	0.00%
924	Library	\$ -	\$ 603,371.09	\$ 338,156.68	\$ (338,156.93)	0.00%
Revenue Total		\$ 47,043,827.55	\$ 3,258,536.87	\$ 8,060,216.52	\$ 38,983,611.03	17.13%
Expense Total		\$ 50,901,795.41	\$ 3,231,241.62	\$ 7,509,170.18	\$ 43,392,625.23	14.75%
Grand Total		\$ (3,857,967.86)	\$ 27,295.25	\$ 551,046.34	\$ (4,409,014.20)	-14.28%

Attachment: NGF Rev vs Exp Pd 03 FY '24 (3659 : Financial Reports July 2023)



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Roy Beckham, Assistant Finance Director

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru August 04, 2023

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 08/03/2023 - 12:43PM
 Batch: 00019.07.2023 - missy 1 08-04-23



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									
98795	7/19/2023	460.00	0.00	08/04/2023				No	0
100-032-529000 Equipment				2 diamond blades for shop					
98795 Total:		460.00							
A to Z Rental Total:		460.00							
Advance Auto Parts 12965									
*** 1077	7/10/2023	12.59	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				air filter for bus stock					
1077 Total:		12.59							
3783	7/12/2023	70.00	0.00	08/04/2023				No	0
699-069-534000 Automotive Expense				grease for vmf					
3783 Total:		70.00							
9593	7/11/2023	240.72	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				fuel filters for bus stock					
9593 Total:		240.72							
9629	7/12/2023	373.68	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				fuel spin for bus stock					
9629 Total:		373.68							

AP-To Be Paid Proof List (08/03/2023 - 12:43 PM)

*** means this invoice number is a duplicate.

Page 1

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
9632	7/12/2023	301.52	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				brake pads for bus stock					
9632 Total:		301.52							
*** 9633	7/12/2023	15.91	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				kit for squad					
9633 Total:		15.91							
9656	7/12/2023	239.00	0.00	08/04/2023				No	0
223-023-534000 Automotive Expense				air filter for sw					
9656 Total:		239.00							
*** 9866	7/17/2023	117.48	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				lube for bus stock					
9866 Total:		117.48							
Advance Auto Parts Total:		1,370.90							
Alexis Fire Equipment Co. 11112									
0075960ib	7/11/2023	596.70	0.00	08/04/2023				No	0
100-034-534000 Automotive Expense				repairs to engine 03					
0075960ib Total:		596.70							
0076017in	7/18/2023	78.76	0.00	08/04/2023				No	0
100-034-534000 Automotive Expense				repairs to engine 03					
0076017in Total:		78.76							
Alexis Fire Equipment Co.		675.46							
Allegra Print & Imaging 10016									
68494	7/13/2023	26.00	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-520200 Office Supplies				business cards for BF					
68494 Total:		26.00							
68624	7/13/2023	23.77	0.00	08/04/2023				No	0
100-761-520400 Postage				shipping					
68624 Total:		23.77							
Allegra Print & Imaging To		49.77							
Amerencilco 10021									
*** 1720124012	7/20/2023	116.08	0.00	08/04/2023				No	0
100-068-550100 Utilities				3224 court st shed 6/18-7/18/23					
1720124012 Total:		116.08							
*** 2063131008	7/17/2023	1,362.14	0.00	08/04/2023				No	0
240-240-550600 Electricity For Signal Lights				all traffic lighting 5/21-7/12/23					
2063131008 Total:		1,362.14							
*** 2349029006	7/18/2023	808.94	0.00	08/04/2023				No	0
231-030-550100 Utilities				all liftstations 6/18-7/12/23					
2349029006 Total:		808.94							
*** 2434114066	7/18/2023	2,217.03	0.00	08/04/2023				No	0
240-240-550500 Electricity For Street Lights				customer owned street lights 6/15-7/17/23					
2434114066 Total:		2,217.03							
*** 8288305023	7/19/2023	114.69	0.00	08/04/2023				No	0
100-068-550100 Utilities				407 court st 6/15-7/17/23					
8288305023 Total:		114.69							
*** 8695491773	7/18/2023	6,778.57	0.00	08/04/2023				No	0
240-240-550500 Electricity For Street Lights				all street lights 6/15-7/17/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
8695491773 Total:		6,778.57							
Amerencilco Total:		11,397.45							
American Water 12288 4000262791	7/1/2023	1,039.52	0.00	08/04/2023				No	0
231-029-560701 American Water Consmpn Repts				june 2023 monthly usage					
4000262791 Total:		1,039.52							
American Water Total:		1,039.52							
Ardelean, Joana 14913 07062023	7/6/2023	924.86	0.00	08/04/2023				No	0
100-005-569000 Other Contractual Service				J. Ardelean travel 6/15-7/6/23					
07062023 Total:		924.86							
Ardelean, Joana Total:		924.86							
Arrow Energy 14369 141724	7/10/2023	21,046.01	0.00	08/04/2023				No	0
525-000-160100 Fuel Inventory				av jet fuel 7,363 gallons delivered					
141724 Total:		21,046.01							
Arrow Energy Total:		21,046.01							
Atlas Supply Company 10038 34493	7/17/2023	69.99	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-068-522400 General Supplies					air freshners				
34493 Total:		69.99							
Atlas Supply Company Tot		69.99							
Axis Forensic Toxicology, Inc. 13096									
96614	7/15/2023	495.00	0.00	08/04/2023	poli-duis	expense		No	0
100-761-592606 Dui Enforcement					drug test for arestee				
96614 Total:		495.00							
Axis Forensic Toxicology,		495.00							
Axon Enterprise, Inc. 10631									
inus173629	7/22/2023	60,001.04	0.00	08/04/2023	ILHI-JACK	grantout		No	0
100-761-529000 Equipment					axon drones/equipment				
inus173629 Total:		60,001.04							
Axon Enterprise, Inc. Total		60,001.04							
Big Rays Express 14503									
34357	7/12/2023	62.95	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense					oil change in squad 51710				
34357 Total:		62.95							
Big Rays Express Total:		62.95							
Blue Cardinal Chemical 11098									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
9274	7/6/2023	767.27	0.00	08/04/2023				No	0
231-031-522200 Chemical Supplies				chemical supplies for wwtp					
9274 Total:		767.27							
Blue Cardinal Chemical To		767.27							
Brooks, Devin									
10086									
expense 7/23	7/23/2023	135.82	0.00	08/04/2023				No	0
231-031-520400 Postage				reimbursement for ups postage on lab equipment					
expense 7/23 Total:		135.82							
Brooks, Devin Total:		135.82							
Burrows, Carolyn									
14668									
835	6/22/2023	35.00	0.00	08/04/2023				No	0
100-761-592500 Crime Prevention Expense				marigold medallions					
835 Total:		35.00							
Burrows, Carolyn Total:		35.00							
Cat Financial Services									
10104									
*** 34153477	7/17/2023	1,403.03	0.00	08/04/2023				No	0
445-041-524000 Lease/Rental of Equipment				principal on wheel loader for july 2023					
*** 34153477	7/17/2023	270.14	0.00	08/04/2023				No	0
445-041-590400 Interest Paid				interest on wheel loader for july 2023					
34153477 Total:		1,673.17							
Cat Financial Services Tota		1,673.17							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
CelleBrite Inc 11151 invus257931	7/26/2023	6,900.00	0.00	08/04/2023				No	0
100-009-538000 Maintenance Agreements				software subscription 7/26/23-8/9/24					
invus257931 Total:		6,900.00							
CelleBrite Inc Total:		6,900.00							
Choice1 Health Care Services, LLC 12200 11128	5/25/2023	285.45	0.00	08/04/2023				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
11128 Total:		285.45							
Choice1 Health Care Servi		285.45							
CINTAS Corporation 10115 4161525246	7/13/2023	196.56	0.00	08/04/2023				No	0
699-069-569000 Other Contractual Service				uniform cleaning 7/13/23					
4161525246 Total:		196.56							
CINTAS Corporation Total		196.56							
Citylink 11032 18247	6/30/2023	52,500.00	0.00	08/04/2023				No	0
100-990-565900 Citylink Contract				2nd quarter 2023 transportation services					
18247 Total:		52,500.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Citylink Total:	52,500.00							
Classy Grass Inc 10119 ci16382	6/1/2023	9,745.63	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				june 2023 mowing district 1 & 5					
	ci16382 Total:	9,745.63							
	Classy Grass Inc Total:	9,745.63							
Confidential Security Corp 10891 102572	6/30/2023	42.40	0.00	08/04/2023				No	0
100-761-551600 Dues And Subscriptions				shredding of confidential material 6/17/23					
	102572 Total:	42.40							
	Confidential Security Corp	42.40							
Constellation Newenergy/Gas Division 13810 *** 3793970	7/12/2023	447.68	0.00	08/04/2023				No	0
100-068-550100 Utilities				1130 koch st garage and 111 s capitol st service for 06/2023					
*** 3793970	7/12/2023	341.26	0.00	08/04/2023				No	0
100-068-550100 Utilities				1130 koch st service for 06/2023 tc3					
*** 3793970	7/12/2023	126.56	0.00	08/04/2023				No	0
501-501-550100 Utilities				service for 06/2023 at 1130 koch st unit b					
*** 3793970	7/12/2023	126.57	0.00	08/04/2023				No	0
699-069-550100 Utilities				service for 06/2023 at 1130 koch st unit b					
*** 3793970	7/12/2023	276.98	0.00	08/04/2023				No	0
100-034-550100 Utilities				service for 06/2023 various fire stations					
*** 3793970	7/12/2023	244.32	0.00	08/04/2023				No	0
100-032-550100 Utilities				service for 06/2023 1208 koch st					
*** 3793970	7/12/2023	214.66	0.00	08/04/2023				No	0
525-525-550100 Utilities				service for 06/2023 unit c and hanger 1 at airport					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 3793970	7/12/2023	6,416.74	0.00	08/04/2023				No	0
231-031-550100 Utilities				service for 06/2023 606 s front st and 1508 edgewater					
3793970 Total:		8,194.77							
Constellation Newenergy/G		8,194.77							
Conway Shield 14482									
0509573	7/13/2023	235.00	0.00	08/04/2023				No	0
100-034-554300 Uniform & Tool Exp				collar pins					
0509573 Total:		235.00							
0509679	7/17/2023	251.13	0.00	08/04/2023				No	0
100-034-554300 Uniform & Tool Exp				name tags					
0509679 Total:		251.13							
05100005	7/25/2023	238.00	0.00	08/04/2023				No	0
100-034-554300 Uniform & Tool Exp				collar pins					
05100005 Total:		238.00							
Conway Shield Total:		724.13							
Core & Main 10255									
t074259	7/17/2023	451.04	0.00	08/04/2023				No	0
231-033-564100 Drainage Improvements				flat back plate for catch basin repairs					
t074259 Total:		451.04							
Core & Main Total:		451.04							
Dinges Fire Company 12462									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
42084	7/17/2023	260.00	0.00	08/04/2023				No	0
100-034-529000 Equipment				fire hose					
42084 Total:		260.00							
42836	7/20/2023	7,995.00	0.00	08/04/2023				No	0
100-034-529000 Equipment				thermal imager					
42836 Total:		7,995.00							
Dinges Fire Company Tota		8,255.00							
Dragon Dumps									
13654									
23675	5/22/2023	2,859.72	0.00	08/04/2023				No	0
100-032-535000 Material And Hauling				clean up pekin day dumpsters					
23675 Total:		2,859.72							
Dragon Dumps Total:		2,859.72							
Eagle Engraving, Inc									
11038									
20235331	7/18/2023	614.00	0.00	08/04/2023				No	0
100-034-598100 Public Relations				axe for hawkins retirement gift					
20235331 Total:		614.00							
Eagle Engraving, Inc Total		614.00							
Eaton, Joshua									
14660									
expense-0723	7/27/2023	75.00	0.00	08/04/2023				No	0
100-761-519000 Training And Education				field training officer 8/14-8/18/23					
expense-0723 Total:		75.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Eaton, Joshua Total:		75.00							
Flock Group Inc 15001 inv18169	7/3/2023	23,800.00	0.00	08/04/2023	ILHI-JACK flock contract/professional services	enr		No	0
100-761-569000 Other Contractual Service									
inv18169 Total:		23,800.00							
Flock Group Inc Total:		23,800.00							
G A Rich & Sons Inc 10212 1474409	6/30/2023	17,500.00	0.00	08/04/2023				No	0
231-031-534400 Equipment Repairs					remove/replace existing slide gate on state st				
1474409 Total:		17,500.00							
1474410	6/30/2023	5,691.77	0.00	08/04/2023				No	0
231-031-534400 Equipment Repairs					vault cleaning and overflow plate on slide gate				
1474410 Total:		5,691.77							
G A Rich & Sons Inc Total		23,191.77							
Gatehouse Media Illinois Holdings Inc. 14577 *** 0005693280	6/1/2023	213.00	0.00	08/04/2023				No	0
100-004-551000 Printing And Publications					bus radios bid notice & derby st borrowing				
*** 0005693280	6/1/2023	194.40	0.00	08/04/2023				No	0
100-793-551000 Printing And Publications					zba notices				
0005693280 Total:		407.40							
0005693440	6/1/2023	158.34	0.00	08/04/2023				No	0
100-004-551000 Printing And Publications					interested parties registration				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0005693440 Total:		158.34							
Gatehouse Media Illinois H		565.74							
Gem City Tire 12935									
*** 40746	7/7/2023	1,539.44	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense					tires for bus stock				
*** 40746	7/7/2023	1,424.52	0.00	08/04/2023				No	0
223-023-534000 Automotive Expense					tires for sw and repairs				
40746 Total:		2,963.96							
40894	7/19/2023	528.28	0.00	08/04/2023				No	0
100-032-534400 Equipment Repairs					tires for hot box #435				
40894 Total:		528.28							
Gem City Tire Total:		3,492.24							
GFI Digital 13867									
*** 2592411	7/17/2023	741.03	0.00	08/04/2023				No	0
100-990-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	62.71	0.00	08/04/2023				No	0
100-006-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	305.51	0.00	08/04/2023				No	0
100-763-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	752.04	0.00	08/04/2023				No	0
100-001-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	29.71	0.00	08/04/2023				No	0
100-761-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	396.33	0.00	08/04/2023				No	0
100-764-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	45.08	0.00	08/04/2023				No	0
100-032-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	118.81	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-034-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	110.86	0.00	08/04/2023				No	0
501-501-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	134.79	0.00	08/04/2023				No	0
501-501-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	106.19	0.00	08/04/2023				No	0
501-501-538000 Maintenance Agreements					copier usage 7/17/23				
*** 2592411	7/17/2023	30.71	0.00	08/04/2023				No	0
501-501-538000 Maintenance Agreements					copier usage 7/17/23				
2592411 Total:		2,833.77							
GFI Digital Total:		2,833.77							
GFL Environmental Services USA, Inc. 14249									
p60005201721	6/30/2023	5,123.30	0.00	08/04/2023				No	0
231-031-536400 Sludge Removal					sludge disposal 6/19-6/30/23				
p60005201721 Total:		5,123.30							
p60005201784	7/15/2023	25,625.03	0.00	08/04/2023				No	0
223-023-566500 Landfill Expense					landfill fee 7/3-7/14/23				
p60005201784 Total:		25,625.03							
p60005201792	7/15/2023	5,164.67	0.00	08/04/2023				No	0
231-031-536400 Sludge Removal					sludge disposal 7/3-7/14/23				
p60005201792 Total:		5,164.67							
p90005199826	7/15/2023	3,296.64	0.00	08/04/2023				No	0
223-026-566502 Recycling Expense					curbside recycle fee 7/3-7/14/23				
p90005199826 Total:		3,296.64							
GFL Environmental Servic		39,209.64							

Golf Green Lawn Care

AP-To Be Paid Proof List (08/03/2023 - 12:43 PM)

*** means this invoice number is a duplicate.

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Attachment: To Be Paid Proof List 8-4-23 (3658 : Accounts Payable To Be Paid Proof List thru August 04,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14121									
1030661	7/12/2023	80.00	0.00	08/04/2023				No	0
100-068-538000 Maintenance Agreements				monthly round up at 111 s capitol st 7/12/23					
1030661 Total:		80.00							
1032344	7/18/2023	80.00	0.00	08/04/2023				No	0
100-068-538000 Maintenance Agreements				fertilizer and broadleaf at 1208 koch 7/19/23					
1032344 Total:		80.00							
1032352	7/19/2023	79.75	0.00	08/04/2023				No	0
100-068-538000 Maintenance Agreements				fertilizer and broadleaf on medians 7/19/23					
1032352 Total:		79.75							
1032353	7/19/2023	100.00	0.00	08/04/2023				No	0
100-068-538000 Maintenance Agreements				fertilizer and broadleaf at 1130 koch 7/19/23					
1032353 Total:		100.00							
371	7/17/2023	80.00	0.00	08/04/2023				No	0
100-068-538000 Maintenance Agreements				fertilizer and broadleaf week at 111 s capitol st 7/17/23					
371 Total:		80.00							
Golf Green Lawn Care Tot		419.75							
GovTempsUSA, LLC									
14876									
4203023	6/22/2023	7,484.75	0.00	08/04/2023				No	0
100-006-569000 Other Contractual Service				temp staffing ppe 6/11-6/18/23					
4203023 Total:		7,484.75							
4203024	6/22/2023	7,350.00	0.00	08/04/2023				No	0
100-005-569000 Other Contractual Service				temp staffing ppe 6/11-6/18/23					
4203024 Total:		7,350.00							
4211711	7/6/2023	3,640.00	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-006-569000 Other Contractual Service				temp staffing ppe 6/25/23					
4211711 Total:		3,640.00							
4211712	7/6/2023	7,224.00	0.00	08/04/2023				No	0
100-005-569000 Other Contractual Service				temp staffing ppe 7/2/23					
4211712 Total:		7,224.00							
4220287	7/20/2023	8,451.63	0.00	08/04/2023				No	0
100-006-569000 Other Contractual Service				temp staffing ppe 7/16/23					
4220287 Total:		8,451.63							
4220288	7/20/2023	6,972.00	0.00	08/04/2023				No	0
100-005-569000 Other Contractual Service				hr temp staffing ppe 7/16/23					
4220288 Total:		6,972.00							
GovTempsUSA, LLC Tota		41,122.38							
Grainger 10235									
9762825025	7/7/2023	17.39	0.00	08/04/2023				No	0
231-031-534400 Equipment Repairs				material needed to repair grit equipment					
9762825025 Total:		17.39							
Grainger Total:		17.39							
Greenfield Contractors 14884									
12138f	7/18/2023	26,814.57	0.00	08/04/2023				No	0
277-277-584009 General Public Improvements				final payment on salt barn					
12138f Total:		26,814.57							
Greenfield Contractors Tot		26,814.57							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Grogan, Robert 14883 2020	7/26/2023	1,861.43	0.00	08/04/2023				No	0
100-006-569000 Other Contractual Service				travel for BG 7/11-7/26/23					
2020 Total:		1,861.43							
Grogan, Robert Total:		1,861.43							
Grove, Brendon 14661 expense-0723	7/27/2023	75.00	0.00	08/04/2023				No	0
100-761-519000 Training And Education				field training officer 8/14-8/18/23					
expense-0723 Total:		75.00							
Grove, Brendon Total:		75.00							
Gutters by Tunyuck 14510 471301	7/4/2023	775.00	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				monthly mows for july 4, 2023					
471301 Total:		775.00							
471303	7/11/2023	850.00	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				monthly mows for july 11, 2023					
471303 Total:		850.00							
471304	7/10/2023	1,261.50	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				full board up at 1108 sheridan					
471304 Total:		1,261.50							
471305	7/13/2023	625.00	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				yard cleanup at 510 s 3rd					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	471305 Total:	625.00							
471306	7/11/2023	612.50	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				yard cleanup at 312 park ave					
	471306 Total:	612.50							
471307	7/18/2023	3,172.50	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				full board up at 827 catherine					
	471307 Total:	3,172.50							
471308	7/19/2023	2,832.50	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				full board up of 607 mechanic					
	471308 Total:	2,832.50							
471309	7/6/2023	687.50	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				partial board up at 737 prince st					
	471309 Total:	687.50							
471310	7/21/2023	721.50	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				heavy brush removal at 1511 saratoga					
	471310 Total:	721.50							
853647	6/27/2023	4,650.00	0.00	08/04/2023				No	0
100-766-534200 Building & Grounds Repair				monthly mows for 06/26-07/02/23					
	853647 Total:	4,650.00							
	Gutters by Tunyuck Total:	16,188.00							
Hampton Equipment Inc. 11580									
071423	7/14/2023	305.18	0.00	08/04/2023				No	0
100-032-534400 Equipment Repairs				arrow board controller					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
071423 Total:		305.18							
Hampton Equipment Inc. T		305.18							
Hanson Professional Svcs Inc 10248									
1104353	7/24/2023	17,343.71	0.00	08/04/2023				No	0
525-000-150600 Building Improvements				engineer services at airport t-hangers					
1104353 Total:		17,343.71							
Hanson Professional Svcs		17,343.71							
Harris Pest Control 10251									
123696	7/6/2023	215.00	0.00	08/04/2023				No	0
231-031-569000 Other Contractual Service				pest control at wwtp 7/6/23					
123696 Total:		215.00							
Harris Pest Control Total:		215.00							
Hawkins Inc. 12742									
6525921	7/15/2023	20.00	0.00	08/04/2023				No	0
231-031-522200 Chemical Supplies				chlorine cylinder					
6525921 Total:		20.00							
Hawkins Inc. Total:		20.00							
Herr Petroleum Corporation 12712									
*** d40788	7/19/2023	6,346.66	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
699-000-160100 Fuel Inventory *** d40788	7/19/2023	13,670.07	0.00	08/04/2023	2001 gallons of diesel delivered			No	0
699-000-160100 Fuel Inventory					4502 gallons of regular fuel delivered				
d40788 Total:		20,016.73							
Herr Petroleum Corporatio		20,016.73							
Hugh Saxe Enterprises, Inc. 14364 1005670	7/25/2023	125.00	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep					water softner rental at bus dept				
1005670 Total:		125.00							
Hugh Saxe Enterprises, Inc		125.00							
IIMC 11171 07062023	7/6/2023	225.00	0.00	08/04/2023				No	0
100-004-551600 Dues And Subscriptions					IIMC dues for sue mcmillan 9/30/23-9/30/24				
07062023 Total:		225.00							
07062023-1 100-004-551600 Dues And Subscriptions	7/6/2023	125.00	0.00	08/04/2023				No	0
					IIMC dues for nicole stewart 9/30/23-9/30/24				
07062023-1 Total:		125.00							
IIMC Total:		350.00							
IL American Water 10291 *** 210000995141	7/18/2023	114.39	0.00	08/04/2023				No	0
100-068-550100 Utilities					3232 court st 6/15-7/17/23				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	210000995141 Total:	114.39							
*** 210001081816	7/18/2023	21.70	0.00	08/04/2023				No	0
100-068-550100 Utilities				633 margaret st yd hy 6/15-7/17/23					
	210001081816 Total:	21.70							
*** 210001171146	7/12/2023	189.24	0.00	08/04/2023				No	0
100-068-550100 Utilities				1130 koch st 6/8-7/10/23					
	210001171146 Total:	189.24							
*** 210001269890	7/18/2023	18.90	0.00	08/04/2023				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 6/15-7/17/23					
	210001269890 Total:	18.90							
*** 210001655200	7/19/2023	26.99	0.00	08/04/2023				No	0
231-031-550100 Utilities				608 s front st 6/15-7/17/23					
	210001655200 Total:	26.99							
*** 210002094969	7/18/2023	25.48	0.00	08/04/2023				No	0
100-068-550100 Utilities				100 state st 6/15-7/17/23					
	210002094969 Total:	25.48							
*** 210002243143	7/18/2023	25.10	0.00	08/04/2023				No	0
100-068-550100 Utilities				2500 s 2nd st 6/15-7/17/23					
	210002243143 Total:	25.10							
*** 210002282773	7/19/2023	430.64	0.00	08/04/2023				No	0
100-068-550100 Utilities				111 s capitol st 6/15-7/17/23					
	210002282773 Total:	430.64							
*** 210002365869	7/18/2023	18.90	0.00	08/04/2023				No	0
100-068-550100 Utilities				400 n 7th st yd hy 6/15-7/17/23					
	210002365869 Total:	18.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 210002547388	7/11/2023	110.95	0.00	08/04/2023				No	0
100-068-550100 Utilities				272 derby st 6/7-7/7/23					
210002547388 Total:		110.95							
*** 210003041258	7/11/2023	18.93	0.00	08/04/2023				No	0
100-068-550100 Utilities				1118 derby st yd hy 6/8-7/10/23					
210003041258 Total:		18.93							
*** 210003090717	7/11/2023	61.50	0.00	08/04/2023				No	0
100-032-550100 Utilities				1208 koch st 6/8-7/10/23					
210003090717 Total:		61.50							
*** 210003283755	7/14/2023	131.44	0.00	08/04/2023				No	0
100-068-550100 Utilities				1842 court st yd hy 6/13-7/13/23					
210003283755 Total:		131.44							
*** 210003750453	7/13/2023	25.51	0.00	08/04/2023				No	0
100-068-550100 Utilities				1613 valle vista blvd yd hy 6/10-7/12/23					
210003750453 Total:		25.51							
*** 210004789874	7/19/2023	210.43	0.00	08/04/2023				No	0
231-031-550100 Utilities				606 s front st sewer 6/15-7/17/23					
210004789874 Total:		210.43							
*** 220000296568	7/18/2023	29.66	0.00	08/04/2023				No	0
100-068-550100 Utilities				107 front st restrooms 6/15-7/17/23					
220000296568 Total:		29.66							
*** 220001944051	7/12/2023	121.22	0.00	08/04/2023				No	0
100-068-550100 Utilities				1200 koch st 6/8-7/10/23					
220001944051 Total:		121.22							
22003883805	7/19/2023	31.58	0.00	08/04/2023				No	0
100-068-550100 Utilities				3224 court st shed 6/15-7/17/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
22003883805 Total:		31.58							
IL American Water Total:		1,612.56							
IL Environmental Protection Agency 13445									
il0034495	6/29/2023	52,500.00	0.00	08/04/2023				No	0
231-031-557300 Epa Permits				annual EPA permit for plant operations 7/1/23-6/30/24					
il0034495 Total:		52,500.00							
IL Environmental Protectio		52,500.00							
Interstate Batteries of Centra 10330									
20022920	7/13/2023	205.90	0.00	08/04/2023				No	0
100-032-534000 Automotive Expense				batteries for st dept #19 truck					
20022920 Total:		205.90							
Interstate Batteries of Cent		205.90							
IWIRC 10335									
386099	7/11/2023	806.62	0.00	08/04/2023				No	0
100-990-590900 Police And Fire Commission				pre employment physical on HW					
386099 Total:		806.62							
386607	7/12/2023	869.20	0.00	08/04/2023				No	0
100-990-590900 Police And Fire Commission				pre employment physical on TT					
386607 Total:		869.20							
386650	7/11/2023	806.62	0.00	08/04/2023				No	0
100-990-590900 Police And Fire Commission				pre employment physical on DW					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
386650 Total:		806.62							
IWIRC Total:		2,482.44							
J. A. Fritch & Sons, Inc 12392									
95472	7/26/2023	973.50	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				park bench cup holders					
95472 Total:		973.50							
95473	7/26/2023	2,455.00	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				remove 3 rooftop units to install roof cap					
95473 Total:		2,455.00							
J. A. Fritch & Sons, Inc To		3,428.50							
Jacob & Klein, Ltd 13448									
*** pekinbdd1	7/11/2023	232.65	0.00	08/04/2023				No	0
277-277-560500 Consulting Services				jacob & klein bdd tif 2nd quarter 2023					
pekinbdd1 Total:		232.65							
*** pekincbdtif	7/11/2023	280.80	0.00	08/04/2023				No	0
270-270-560500 Consulting Services				jacob & klein cbd tif 2nd quarter 2023					
pekincbdtif Total:		280.80							
*** pekincourtsttif	7/11/2023	465.30	0.00	08/04/2023				No	0
275-275-560500 Consulting Services				jacob & klein court st tif 2nd quarter 2023					
pekincourtsttif Total:		465.30							
pekinsourtind	7/11/2023	196.55	0.00	08/04/2023				No	0
273-273-560500 Consulting Services				jacob & klein sipca tif 2nd quarter 2023					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	pekinsourtind Total:	196.55							
	Jacob & Klein, Ltd Total:	1,175.30							
Koenig Body & Equipment 10359									
93017	7/17/2023	968.09	0.00	08/04/2023				No	0
100-032-534000 Automotive Expense					dump bed canopy for dump truck 21				
	93017 Total:	968.09							
	Koenig Body & Equipmen	968.09							
Laatsch, Steve 13050									
expense-0623	7/31/2023	50.00	0.00	08/04/2023				No	0
231-031-557200 License And Inspection Fees					cdl license				
	expense-0623 Total:	50.00							
	Laatsch, Steve Total:	50.00							
LeadsOnline 12476									
405890	7/18/2023	5,145.00	0.00	08/04/2023				No	0
100-009-538000 Maintenance Agreements					cellhawk subscription 9/12/23-9/14/24				
	405890 Total:	5,145.00							
	LeadsOnline Total:	5,145.00							
Lenz Oil Service Inc 10373									
20561	6/30/2023	10,905.00	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-032-522400 General Supplies				oil for dura patcher					
20561 Total:		10,905.00							
Lenz Oil Service Inc Total:		10,905.00							
LHF Compost, Inc. 11829 1710655	7/14/2023	1,727.70	0.00	08/04/2023				No	0
223-025-566501 Compost Site Expense				yw fee 7/10-7/14/23					
1710655 Total:		1,727.70							
LHF Compost, Inc. Total:		1,727.70							
Linde Gas & Equipment 10518 36773226	6/28/2023	30.65	0.00	08/04/2023				No	0
231-031-522400 General Supplies				gas needed for cutting torch setup					
36773226 Total:		30.65							
37230912	7/22/2023	337.17	0.00	08/04/2023				No	0
100-034-524000 Lease/rental Of Equipment				rental on oxygen cylinder					
37230912 Total:		337.17							
Linde Gas & Equipment To		367.82							
Macqueen Emergency 10230 p01818	7/12/2023	39.39	0.00	08/04/2023				No	0
100-034-534000 Automotive Expense				repairs to tower 4					
p01818 Total:		39.39							
w01871	7/27/2023	915.94	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-034-534000 Automotive Expense					repairs to engine 5				
w01871 Total:		915.94							
Macqueen Emergency Tota		955.33							
Marquette Soft Water Co. 13173 *** 653981	4/20/2023	120.00	0.00	08/04/2023				No	0
100-034-534400 Equipment Repairs					water filter maintenance at fire station 1				
653981 Total:		120.00							
Marquette Soft Water Co. T		120.00							
Martin, Matt 11687 expense-0723	7/31/2023	79.00	0.00	08/04/2023				No	0
100-034-519000 Training And Education					advanced fire officer IFSI 8/27-8/28/23				
expense-0723 Total:		79.00							
Martin, Matt Total:		79.00							
McDaniels, Kendra 14998 expense-0623	6/14/2023	174.98	0.00	08/04/2023				No	0
208-208-560500 Consulting Services					20 round stones for pocket park				
expense-0623 Total:		174.98							
McDaniels, Kendra Total:		174.98							
McKesson Medical-Surgical Inc. MMSGS 10431									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20861505	7/17/2023	1,496.67	0.00	08/04/2023				No	0
100-034-522500	Emergency Medical Supplie			emergency medical supplies					
20861505 Total:		1,496.67							
McKesson Medical-Surgic		1,496.67							
Menards									
10414									
48216	5/3/2023	17.27	0.00	08/04/2023				No	0
100-032-534400	Equipment Repairs			vent air deflectorswitches for dura patcher					
48216 Total:		17.27							
53493	7/10/2023	45.98	0.00	08/04/2023				No	0
231-030-564000	Sewer Maintenance/Improvemen			clay flex coupling					
53493 Total:		45.98							
53655	7/12/2023	1.99	0.00	08/04/2023				No	0
100-034-522400	General Supplies			light bulb					
53655 Total:		1.99							
53735	7/13/2023	44.85	0.00	08/04/2023				No	0
100-034-534000	Automotive Expense			ball & hitch					
53735 Total:		44.85							
53788	7/14/2023	163.95	0.00	08/04/2023				No	0
100-068-522400	General Supplies			cleaning supplies					
53788 Total:		163.95							
53839	7/14/2023	10.98	0.00	08/04/2023				No	0
231-031-561300	Testing Fees And Expenses			water for sample lab tests					
53839 Total:		10.98							
54008	7/17/2023	3.59	0.00	08/04/2023				No	0
231-030-522400	General Supplies			sewer cap					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
54008 Total:		3.59							
54010	7/17/2023	6.99	0.00	08/04/2023	batteries			No	0
100-068-522400 General Supplies									
54010 Total:		6.99							
54076	7/18/2023	33.18	0.00	08/04/2023	trash bags for volunteer clean up			No	0
100-068-534200 Buildings And Grounds Rep									
54076 Total:		33.18							
54360	7/21/2023	18.76	0.00	08/04/2023	vent air deflector for police dept			No	0
100-068-534200 Buildings And Grounds Rep									
54360 Total:		18.76							
54578	7/24/2023	93.51	0.00	08/04/2023	door sweep, clock and door seal			No	0
100-034-522400 General Supplies									
54578 Total:		93.51							
54653	7/25/2023	16.99	0.00	08/04/2023	brush killer			No	0
100-068-534200 Buildings And Grounds Rep									
54653 Total:		16.99							
54816	7/27/2023	21.96	0.00	08/04/2023	water for lab testing			No	0
231-031-561300 Testing Fees And Expenses									
54816 Total:		21.96							
54829	7/27/2023	90.46	0.00	08/04/2023	batteries, nozzle and pole saw			No	0
100-068-534200 Buildings And Grounds Rep									
54829 Total:		90.46							
*** 54878	7/28/2023	19.88	0.00	08/04/2023	material for hanging blinds at bus dept			No	0
100-068-534200 Buildings And Grounds Rep									
54878 Total:		19.88							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
54909	7/28/2023	16.98	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				paint for council chambers					
54909 Total:		16.98							
73561	7/11/2023	20.97	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				salt for bus dept water softner					
73561 Total:		20.97							
Menards Total:		628.29							
MES Inc									
10415									
in190606	7/7/2023	698.17	0.00	08/04/2023				No	0
100-034-534400 Equipment Repairs				flo test repairs					
in190606 Total:		698.17							
MES Inc Total:		698.17							
Midwest Transit Equipment									
10421									
x10106761201	7/12/2023	20.40	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				decals for bus stock					
x10106761201 Total:		20.40							
Midwest Transit Equipmen		20.40							
Miller & Son Construction Co									
14914									
531	7/17/2023	9,950.00	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				clean up at properties 1204 & 1206 sheridan rd					
531 Total:		9,950.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
532	7/17/2023	4,900.00	0.00	08/04/2023				No	0
100-032-535000 Material And Hauling				north plant dump/clean up					
532 Total:		4,900.00							
Miller & Son Construction		14,850.00							
Miller Hall & Triggs 10423									
*** 16	7/7/2023	17,999.87	0.00	08/04/2023				No	0
100-003-560600 Corporate Counsel Fees				06/2023 general legal matters					
*** 16	7/7/2023	1,364.75	0.00	08/04/2023				No	0
100-003-561001 Legal Services - Police Labor				06/2023 simmons case					
*** 16	7/7/2023	3,539.95	0.00	08/04/2023				No	0
100-003-560600 Corporate Counsel Fees				06/2023 ordinance violations					
*** 16	7/7/2023	92.00	0.00	08/04/2023				No	0
100-003-560600 Corporate Counsel Fees				06/2023 board of review					
*** 16	7/7/2023	764.00	0.00	08/04/2023				No	0
100-003-560600 Corporate Counsel Fees				06/2023 liquor commission					
*** 16	7/7/2023	2,181.43	0.00	08/04/2023				No	0
100-003-560600 Corporate Counsel Fees				06/2023 demolitions					
*** 16	7/7/2023	594.55	0.00	08/04/2023				No	0
100-003-560600 Corporate Counsel Fees				06/2023 zba/planning commission					
*** 16	7/7/2023	161.00	0.00	08/04/2023				No	0
100-003-561003 Legal Services - Teamsters				06/2023 general labor matters					
*** 16	7/7/2023	1,211.00	0.00	08/04/2023				No	0
100-003-561001 Legal Services - Police Labor				06/2023 police matters					
16 Total:		27,908.55							
Miller Hall & Triggs Total:		27,908.55							
Mucciante Heating and Cooling 13682									
i1116	7/7/2023	977.50	0.00	08/04/2023				No	0
231-031-534200 Buildings And Grounds Rep				a/c repairs done at 2 buildings/ivory tower and office					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
i1116 Total:		977.50							
Mucciante Heating and Co		977.50							
NAPA Auto Parts of Pekin 10441									
546173	7/27/2023	27.58	0.00	08/04/2023				No	0
223-023-534000 Automotive Expense				ball joint and tie rod for sw					
546173 Total:		27.58							
NAPA Auto Parts of Pekin		27.58							
NCL of Wisconsin Inc 12393									
489814	7/13/2023	88.57	0.00	08/04/2023				No	0
231-031-561300 Testing Fees And Expenses				lab testing supplies					
489814 Total:		88.57							
490064	7/18/2023	129.98	0.00	08/04/2023				No	0
231-031-561300 Testing Fees And Expenses				lab supplies for testing					
490064 Total:		129.98							
NCL of Wisconsin Inc Tota		218.55							
Pekin Police Premium Trust 11610									
217929	7/17/2023	125,154.98	0.00	08/04/2023				No	0
695-095-517509 Police BCBS Health Ins Plan				police bcbs insurance premiums for august 2023					
217929 Total:		125,154.98							
Pekin Police Premium Trus		125,154.98							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Pekin Sand and Gravel, LLC 12424									
13428	7/7/2023	47.75	0.00	08/04/2023				No	0
100-032-522400 General Supplies				fill sand for lawn repairs/stock					
13428 Total:		47.75							
Pekin Sand and Gravel, LL		47.75							
Quadient Finance USA Inc 13754									
inv60234838	6/13/2023	180.00	0.00	08/04/2023				No	0
100-990-524000 Lease/rental Of Equipment				lease on postage machine 7/13-10/12/23					
inv60234838 Total:		180.00							
Quadient Finance USA Inc		180.00							
Rademaker, Patrick 10744									
expense-0723	7/26/2023	1,705.00	0.00	08/04/2023				No	0
100-034-519000 Training And Education				tuition reimbursement					
expense-0723 Total:		1,705.00							
Rademaker, Patrick Total:		1,705.00							
Ragan Communications Inc 10533									
29043	7/25/2023	973.99	0.00	08/04/2023				No	0
100-034-555000 Radio Expense				batteries					
29043 Total:		973.99							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Ragan Communications In		973.99							
Rainbo Oil Co 10534									
*** 9161380	7/13/2023	899.48	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				bulk oil					
*** 9161380	7/13/2023	899.48	0.00	08/04/2023				No	0
223-023-534000 Automotive Expense				bulk oil					
*** 9161380	7/13/2023	899.49	0.00	08/04/2023				No	0
100-032-534000 Automotive Expense				bulk oil					
9161380 Total:		2,698.45							
*** 9161381	7/13/2023	209.66	0.00	08/04/2023				No	0
100-032-529000 Equipment				electric oil pump					
*** 9161381	7/13/2023	209.67	0.00	08/04/2023				No	0
223-023-529000 Equipment				electric oil pump					
*** 9161381	7/13/2023	209.67	0.00	08/04/2023				No	0
501-501-529000 Equipment				electric oil pump					
9161381 Total:		629.00							
Rainbo Oil Co Total:		3,327.45							
Ranney, Seth 14123									
*** pettycash0723	7/23/2023	67.21	0.00	08/04/2023				No	0
100-763-529000 Equipment				cellular forensics equipment					
*** pettycash0723	7/23/2023	38.31	0.00	08/04/2023				No	0
100-763-529000 Equipment				on call calendar					
*** pettycash0723	7/23/2023	28.10	0.00	08/04/2023				No	0
100-763-520400 Postage				shipping to axon					
*** pettycash0723	7/23/2023	39.99	0.00	08/04/2023				No	0
100-005-597900 Employee Recognition				helmick retirement cake					
*** pettycash0723	7/23/2023	28.02	0.00	08/04/2023				No	0
100-761-529000 Equipment				barber/sgt seweing					
*** pettycash0723	7/23/2023	14.02	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-761-529000 Equipment				a. smith/sgt seweing					
*** pettycash0723	7/23/2023	29.99	0.00	08/04/2023				No	0
100-005-597900 Employee Recognition				leeann retirement cake					
*** pettycash0723	7/23/2023	59.98	0.00	08/04/2023				No	0
100-005-597900 Employee Recognition				retirement cakes					
*** pettycash0723	7/23/2023	20.02	0.00	08/04/2023				No	0
100-761-520200 Office Supplies				office supplies/command hooks					
*** pettycash0723	7/23/2023	47.40	0.00	08/04/2023				No	0
100-766-522400 General Supplies				recording fee for tazewell county					
*** pettycash0723	7/23/2023	29.99	0.00	08/04/2023				No	0
100-005-597900 Employee Recognition				little retirement cake					
*** pettycash0723	7/23/2023	200.00	0.00	08/04/2023				No	0
100-763-592600 Special Investigations Exp				official advanced funds/stolz					
*** pettycash0723	7/23/2023	500.00	0.00	08/04/2023				No	0
100-763-592600 Special Investigations Exp				official advanced funds/fitzgerald					
pettycash0723 Total:		1,103.03							
Ranney, Seth Total:		1,103.03							
Ray O'Herron Co Inc									
10539									
2282333	7/13/2023	2,818.00	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				various lights for squads					
2282333 Total:		2,818.00							
2284191	7/24/2023	78.00	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				led maintenance kit for squad					
2284191 Total:		78.00							
2284291	7/24/2023	741.23	0.00	08/04/2023				No	0
100-761-554300 Tools & Uniforms				uniform for new hire					
2284291 Total:		741.23							
2284393	7/25/2023	146.00	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				micropulse mount for squad					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2284393 Total:		146.00							
Ray O'Herron Co Inc Total		3,783.23							
RoadSafe Traffic Systems, Inc 12789 178193	7/12/2023	2,550.00	0.00	08/04/2023				No	0
100-032-529000 Equipment				cones for reflective collar					
178193 Total:		2,550.00							
RoadSafe Traffic Systems,		2,550.00							
Roanoke Concrete Products 10553 231706	7/7/2023	309.00	0.00	08/04/2023				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair					
231706 Total:		309.00							
232233	7/17/2023	615.00	0.00	08/04/2023				No	0
231-030-564000 Sewer Maintenance/Improvement				class pp-2 for manhole repair					
232233 Total:		615.00							
Roanoke Concrete Product		924.00							
SAFEBuilt, LLC 14115 *** 0101177in	6/30/2023	8,840.00	0.00	08/04/2023				No	0
100-793-569000 Other Contractual Service				safebuilt services for june 2023					
0101177in Total:		8,840.00							
SAFEBuilt, LLC Total:		8,840.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Schulke, Nicholas 11992									
expense 0723	7/27/2023	75.00	0.00	08/04/2023				No	0
100-761-519000 Training And Education				field training officer 8/14-8/18/23					
expense 0723 Total:		75.00							
Schulke, Nicholas Total:		75.00							
Schwartz Electric 10579									
17427	2/10/2023	358.43	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				office data line installed					
17427 Total:		358.43							
17674	5/12/2023	2,572.50	0.00	08/04/2023				No	0
100-032-569000 Other Contractual Service				julie locates 4/26-5/9/23					
17674 Total:		2,572.50							
17718	5/26/2023	4,610.00	0.00	08/04/2023				No	0
100-761-587100 Office Equipment & Furniture				install lights in police squad room					
17718 Total:		4,610.00							
17719	5/26/2023	1,392.74	0.00	08/04/2023				No	0
277-277-584009 General Public Improvements				rooftop unit installed at station 1					
17719 Total:		1,392.74							
17720	5/26/2023	2,064.24	0.00	08/04/2023				No	0
277-277-584009 General Public Improvements				power for new mini split hvac unit at station 1					
17720 Total:		2,064.24							
17721	5/26/2023	293.40	0.00	08/04/2023				No	0
100-032-534400 Equipment Repairs				installed city led fixture at 901 breckman					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
17721 Total:		293.40							
17722	5/26/2023	3,531.00	0.00	08/04/2023				No	0
100-761-587100 Office Equipment & Furniture				various outlets and data line in squad room					
17722 Total:		3,531.00							
17724	5/26/2023	685.02	0.00	08/04/2023				No	0
100-761-587100 Office Equipment & Furniture				2 receptacles in squad room					
17724 Total:		685.02							
17725	5/28/2023	188.88	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				relocated cat5 cables in mayors office					
17725 Total:		188.88							
17912	7/21/2023	3,023.98	0.00	08/04/2023				No	0
100-032-569000 Other Contractual Service				julie locates 7/5-7/18/23					
17912 Total:		3,023.98							
17913	7/21/2023	275.00	0.00	08/04/2023				No	0
208-208-560500 Consulting Services				connect power/disconnect power for downtown event					
17913 Total:		275.00							
17914	7/21/2023	3,828.82	0.00	08/04/2023				No	0
231-030-564000 Sewer Maintenance/Improvement				relocated pipe for sewage at park ave & 10th					
17914 Total:		3,828.82							
17915	7/21/2023	934.81	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				outlet installed at station 2					
17915 Total:		934.81							
17916	7/21/2023	231.35	0.00	08/04/2023				No	0
208-208-560500 Consulting Services				connect power/disconnect at pocket park					
17916 Total:		231.35							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
17917	7/21/2023	338.00	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				relocated/disconnect rooftop at station 3					
17917 Total:		338.00							
17918	7/21/2023	315.00	0.00	08/04/2023				No	0
100-032-534400 Equipment Repairs				replaced lamp at asper ct					
17918 Total:		315.00							
17919	7/21/2023	292.50	0.00	08/04/2023				No	0
100-032-534400 Equipment Repairs				installed new led fixture at 2001 westgate & florence					
17919 Total:		292.50							
17920	7/21/2023	1,593.86	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				added roof top a/c unit at city hall I.T.					
17920 Total:		1,593.86							
17921	7/21/2023	1,836.98	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				a/c rooftop removal at bus dept					
17921 Total:		1,836.98							
17936	7/26/2023	110.00	0.00	08/04/2023				No	0
100-068-534200 Buildings And Grounds Rep				disconnect light at fire station 2					
17936 Total:		110.00							
Schwartz Electric Total:		28,476.51							
Screen Graphics									
11875									
3969	7/11/2023	10.00	0.00	08/04/2023				No	0
100-034-599000 Miscellaneous				hawkins hat plate					
3969 Total:		10.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Screen Graphics Total:		10.00							
Sentry Safety Supply, Inc.									
10882									
0275472in	5/12/2023	1,408.12	0.00	08/04/2023				No	0
223-023-554300	Uniforms And Tools			t-shirts, hoodies and jackets for employees uniform					
0275472in Total:		1,408.12							
Sentry Safety Supply, Inc.		1,408.12							
Sharp, Kenneth L.									
14999									
07192023	7/19/2023	750.00	0.00	08/04/2023				No	0
231-030-569000	Other Contractual Service			backwater valve at 2204 glendale					
07192023 Total:		750.00							
Sharp, Kenneth L. Total:		750.00							
Simmons Little Johnnies									
11541									
41395	6/20/2023	400.00	0.00	08/04/2023				No	0
208-208-560500	Consulting Services			restrooms for downtown event					
41395 Total:		400.00							
Simmons Little Johnnies T		400.00							
Standard Heating & Cooling									
13042									
sd23298	7/3/2023	1,586.89	0.00	08/04/2023				No	0
100-068-534200	Buildings And Grounds Rep			installed new control board at station 3					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	sd23298 Total:	1,586.89							
	Standard Heating & Coolin	1,586.89							
Stewart, Nicole 13588 expense-0723	7/21/2023	73.92	0.00	08/04/2023	MCI summer seminar 7/21/23			No	0
100-004-519000 Training And Education									
	expense-0723 Total:	73.92							
	Stewart, Nicole Total:	73.92							
Tadoughs, Inc 14708 6	6/30/2023	3,103.87	0.00	08/04/2023	tadoughs reimbursement #6			No	0
275-275-591200 Developer Agreement Payments									
	6 Total:	3,103.87							
	Tadoughs, Inc Total:	3,103.87							
Tazewell County Asphalt Co. Inc. 11264 20110013530	7/14/2023	484.70	0.00	08/04/2023	bituminous for street repair			No	0
240-240-535000 Material And Hauling									
	20110013530 Total:	484.70							
	Tazewell County Asphalt C	484.70							
Tazewell County Recorder 10638 07272023	7/27/2023	474.00	0.00	08/04/2023				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-766-593300 Lien Filing & Release Fees				release of 9 liens					
07272023 Total:		474.00							
Tazewell County Recorder		474.00							
Tazewell County Recorder 11172									
07252023	7/25/2023	474.00	0.00	08/04/2023				No	0
231-029-593300 Lien Filing Fee				filing 5 release of 5 waste water liens					
07252023 Total:		474.00							
Tazewell County Recorder		474.00							
The Economic Development Group, LTD 13450									
*** pekinbdd1	7/11/2023	930.60	0.00	08/04/2023				No	0
277-277-560500 Consulting Services				edg 2nd quarter bdd					
pekinbdd1 Total:		930.60							
*** pekincbdtif	7/11/2023	1,123.20	0.00	08/04/2023				No	0
270-270-560500 Consulting Services				edg 2nd quarter 2023 cbd tif					
pekincbdtif Total:		1,123.20							
*** pekincourtsttif	7/11/2023	1,861.20	0.00	08/04/2023				No	0
275-275-560500 Consulting Services				edg court st tif 2nd quarter 2023					
pekincourtsttif Total:		1,861.20							
pekinsourthind	7/11/2023	786.20	0.00	08/04/2023				No	0
273-273-560500 Consulting Services				edg sipca tif 2nd quarter 2023					
pekinsourthind Total:		786.20							
The Economic Developme		4,701.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Third Millennium Associates, Inc.									
11953									
*** 30230	7/17/2023	669.05	0.00	08/04/2023				No	0
231-029-569000 Other Contractual Service				bill rendering for july 2023					
*** 30230	7/17/2023	669.04	0.00	08/04/2023				No	0
223-023-569000 Other Contractual Service				bill rendering for july 2023					
*** 30230	7/17/2023	62.37	0.00	08/04/2023				No	0
231-029-520400 Postage				postage for july 2023					
*** 30230	7/17/2023	62.37	0.00	08/04/2023				No	0
223-023-520400 Postage				postage for july 2023					
30230 Total:		1,462.83							
Third Millennium Associat		1,462.83							
T-Mobile USA, Inc									
13638									
9538416764	7/7/2023	125.00	0.00	08/04/2023				No	0
100-763-592600 Special Investigations Exp				phone information on going investigation					
9538416764 Total:		125.00							
T-Mobile USA, Inc Total:		125.00							
Topless Tree Service									
14332									
2357	6/30/2023	1,300.00	0.00	08/04/2023				No	0
100-032-536000 Tree Removal / Replacemen				emergency call out 12th & broadway/removed tree					
2357 Total:		1,300.00							
2391	7/19/2023	1,050.00	0.00	08/04/2023				No	0
100-032-536000 Tree Removal / Replacemen				emergency call out at 5th and park ave/remove section of tre					
2391 Total:		1,050.00							
2393	7/21/2023	648.00	0.00	08/04/2023				No	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				1319 caroline removed stump					
2393 Total:		648.00							
2397	7/23/2023	2,975.00	0.00	08/04/2023				No	0
100-766-536100 Property Cleanup Fees				tree removal for property clean up at 1508 tennell rd					
2397 Total:		2,975.00							
2401	7/27/2023	3,075.00	0.00	08/04/2023				No	0
100-032-536000 Tree Removal / Replacemen				removed 2 trees at 405 charlotte					
2401 Total:		3,075.00							
Topless Tree Service Total:		9,048.00							
Truck Centers Inc 10664									
f14040553101	7/11/2023	188.55	0.00	08/04/2023				No	0
223-023-534000 Automotive Expense				valve for sw13					
f14040553101 Total:		188.55							
f1404062501	7/18/2023	288.20	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				fuel/water filter for bus					
f1404062501 Total:		288.20							
f14040625601	7/18/2023	33.39	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				filters for bus stock					
f14040625601 Total:		33.39							
f14040625602	7/19/2023	77.91	0.00	08/04/2023				No	0
501-501-534000 Automotive Expense				filters for bus stock					
f14040625602 Total:		77.91							
f14040632101	7/19/2023	218.28	0.00	08/04/2023				No	0
223-023-534000 Automotive Expense				filter kit for sw12					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	f14040632101 Total:	218.28							
	Truck Centers Inc Total:	806.33							
Uftring Auto Group 10829									
162735fow	7/17/2023	44.32	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				sensor for squad 51710					
	162735fow Total:	44.32							
162778fow	7/17/2023	264.16	0.00	08/04/2023				No	0
100-034-534000 Automotive Expense				actuator for fire #4					
	162778fow Total:	264.16							
251024chw	7/8/2023	18.46	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				grommet for squad 5209					
	251024chw Total:	18.46							
251060chw	7/13/2023	495.00	0.00	08/04/2023				No	0
100-761-534000 Automotive Expense				condensor for squad 52010					
	251060chw Total:	495.00							
	Uftring Auto Group Total:	821.94							
United Ready Mix Inc 11485									
57292	7/16/2023	716.00	0.00	08/04/2023				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repairs					
	57292 Total:	716.00							
57334	7/17/2023	626.50	0.00	08/04/2023				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
57334 Total:		626.50							
United Ready Mix Inc Tota		1,342.50							
VCNA Prairie LLC 14635									
891075307	7/6/2023	444.76	0.00	08/04/2023				No	0
240-240-535000 Material And Hauling				rock chips for street repair					
891075307 Total:		444.76							
891094879	7/18/2023	416.93	0.00	08/04/2023				No	0
240-240-535000 Material And Hauling				rock chips for street repair					
891094879 Total:		416.93							
VCNA Prairie LLC Total:		861.69							
Verizon 14122									
9022327927	7/6/2023	50.00	0.00	08/04/2023				No	0
100-763-592600 Special Investigations Exp				preservation letter 23-02726					
9022327927 Total:		50.00							
9938793577	7/3/2023	1,916.99	0.00	08/04/2023				No	0
501-501-555000 Radio Expense				radio/phone services for bus dept 6/4-7/3/23					
9938793577 Total:		1,916.99							
Verizon Total:		1,966.99							
Waste Management 12524									
*** 322287420705	7/3/2023	5,581.73	0.00	08/04/2023				No	0
231-031-536400 Sludge Removal				sludge dumpster 6/21-6/30/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	322287420705 Total:	5,581.73							
322370220707	7/6/2023	1,692.25	0.00	08/04/2023				No	0
231-031-536400	Sludge Removal			dumpster charger					
	322370220707 Total:	1,692.25							
322581420708	7/17/2023	2,995.94	0.00	08/04/2023				No	0
231-031-536400	Sludge Removal			sludge dumpster 6/28-7/6/23					
	322581420708 Total:	2,995.94							
	Waste Management Total:	10,269.92							
Wex Health, Inc 14835									
000030128	7/13/2023	36.19	0.00	08/04/2023				No	0
695-095-569000	Other Contractual Service			2023 cobra admin fees for july 2023					
	000030128 Total:	36.19							
	Wex Health, Inc Total:	36.19							
Yesterdays Bar & Grill 11933									
053123	7/17/2023	260.00	0.00	08/04/2023				No	0
208-208-560500	Consulting Services			reimbursement for liquor license downtown event					
	053123 Total:	260.00							
072723-1	7/17/2023	125.00	0.00	08/04/2023				No	0
208-208-560500	Consulting Services			reimbursement for liquor license 7/28/23					
	072723-1 Total:	125.00							
072723-2	7/17/2023	346.00	0.00	08/04/2023				No	0
208-208-560500	Consulting Services			reimbursement for special event insurance 7/28/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
072723-2 Total:		346.00							
072723-3	7/17/2023	100.00	0.00	08/04/2023				No	0
208-208-560500 Consulting Services				reimbursement for special event liquor for downtown event					
072723-3 Total:		100.00							
Yesterdays Bar & Grill Tot		831.00							
Report Total:		755,918.57							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 08/24/2023 - 9:33AM
 Batch: 00027.07.2023 - missy 1 08-24-23



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				
Intergovernmental Personnel Benefit Cooperative									
14820									
*** 072023	7/20/2023	356.30	0.00	07/31/2023				No	0
695-095-517501 Administration Fees				july 2023 fees					
*** 072023	7/20/2023	415.65	0.00	07/31/2023				No	0
695-095-517504 A D & D Life Premium				july 2023 life/active					
*** 072023	7/20/2023	7.65	0.00	07/31/2023				No	0
695-095-517504 A D & D Life Premium				july 2023 life/retiree					
*** 072023	7/20/2023	1,368.48	0.00	07/31/2023				No	0
695-095-517506 Vision Coverage				july 2023 vision/active					
*** 072023	7/20/2023	281,676.13	0.00	07/31/2023				No	0
695-095-517507 Health Insurance Premium				july 2023 medical/active					
*** 072023	7/20/2023	16,135.22	0.00	07/31/2023				No	0
695-095-517511 Dental Coverage				july 2023 dental/active					
*** 072023	7/20/2023	4,112.10	0.00	07/31/2023				No	0
695-095-517512 Dental Coverage-Retirees				july 2023 dental/retiree					
*** 072023	7/20/2023	349.25	0.00	07/31/2023				No	0
695-095-517513 Vision Coverage Retirees				july 2023 vision/retiree					
*** 072023	7/20/2023	75,287.47	0.00	07/31/2023				No	0
695-095-517515 Health Insurance Prem-Retirees				july 2023 medical/retiree					
072023 Total:		379,708.25							
Intergovernmental Personn		379,708.25							

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

Report Total:	379,708.25
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Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 07/24/2023 - 10:31AM
 Batch: 00018.07.2023 - missy 1 07-24-23



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						
United States Treasury 11979									
07242023	7/24/2023	2,058.03	0.00	07/24/2023				No	0
695-095-599000 Miscellaneous				2023 PCORI/2nd 780 quarterly excise fees					
07242023 Total:		2,058.03							
United States Treasury Tota		2,058.03							
Report Total:		2,058.03							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 07/24/2023 - 3:23PM
 Batch: 00020.07.2023 - missy 1 07-24-23 part 2



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						
IL Dept of Revenue 10298									
0721695184	7/21/2023	1,020.00	0.00	07/24/2023				No	0
525-000-218800 Sales Tax Payable				airport fuel sales tax for june 2023					
0721695184 Total:		1,020.00							
IL Dept of Revenue Total:		1,020.00							
Report Total:		1,020.00							



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Receive and File Resignation Jared L. Olar and Christina Olar Historic Preservation Commission

REQUIRED SIGNATURES

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

City Manager:
 Date:

McMillan, Sue

From: Jared L. Olar <jaredhpc@gmail.com>
Sent: Tuesday, August 15, 2023 1:56 PM
To: McMillan, Sue
Subject: Fwd: Resignation

Sue,

In recent months my wife and I have been thinking and praying about whether to continue on the Commission. Below is an email I have sent to the members of the Historic Preservation Commission letting them know I am withdrawing. Christina will send her own email too, and will arrange to have the Commission records she's been keeping as Secretary transferred to one of the sitting Commissioners. The Commission can then elect new officers at their Sept. 14 regular meeting.

Jared L. Olar

----- Forwarded message -----

From: Jared L. Olar <jaredhpc@gmail.com>
Date: Tue, Aug 15, 2023 at 1:51 PM
Subject: Resignation
To: Chris Deverman <chrisdeverman@gmail.com>, <chris@deverman.com>, Steve Harris <lnwusedcars@gmail.com>, Vikki Barker <vikkibarkef@me.com>

To the members of the Pekin Historic Preservation Commission:

After much prayer and thought over the past few months, I have decided to withdraw from the Historic Preservation Commission.

I'd never served on a local public body before this spring, and have always been wary of getting too involved in political issues and activities. But given my interest in history, I decided to see if this would be a beneficial use of my time and my particular skills. Over the past two or three months, and with my involvement with Bicentennial Committee activities looming greater, the conviction has been growing that not only am I not suited to this kind of endeavour, but I will not have time to commit to the Commission.

I am grateful for the things I have learned, and hope the Commission will prove a benefit to the community over the coming months and years.

--

Jared L. Olar

Attachment: RESIGNATIONS FROM COMMISSION (3649 : Receive and File Resignation Jared L. Olar and Christina Olar Historic Preservation

McMillan, Sue

From: Christina Olar <christinaohpc@gmail.com>
Sent: Thursday, August 17, 2023 12:26 PM
To: Chris Deverman; Deverman, Chris; McMillan, Sue; vikkibarkef@me.com; Steve Harris; Jared
Subject: Resignation

To the members of the Pekin Historic Preservation Commission:

Hello. As you all know my husband Jared Olar resigned this week from the Historic Preservation Commission. We have both talked and prayed about this and I have decided to resign as well. My reason for being on the commission was to help preserve the buildings in Pekin. It has taken a lot of time and energy and I said from the beginning that I didn't want to be on for the full term since I am working full time and homeschooling 4 of our kids. With all the recent politics going on with the commission and a new school year starting, I have decided that now is a good time to step down. I have learned a lot in the last several months (some good, some bad) and I pray that the Commission will be able to continue and be able to save our history. God Bless.

Christina C. Olar
Secretary
Pekin Historic Preservation Commission

Attachment: RESIGNATIONS FROM COMMISSION (3649 : Receive and File Resignation Jared L. Olar and Christina Olar Historic Preservation



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 43-23/24 Appointing City Manager and Approving Employment Agreement

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION:

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 43-23/24 Appointing City Manager and Approving Employment Agreement

WHEREAS, the City of Pekin is a home rule municipality operating under the City Manager form of government pursuant to Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 et seq.); and

WHEREAS, under the Managerial Form of municipal government, the City Manager is appointed by the City Council; and

WHEREAS, the office of City Manager in the City of Pekin has been vacant since October 24, 2022; and

WHEREAS, the City Council desires and finds it is in the best interests of the City to appoint a full-time City Manager as set forth herein.

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

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

Section 2. _____ is hereby appointed as City Manager of the City of Pekin on the terms and conditions set forth in the Employment Agreement attached hereto as **Exhibit A**.

Section 3. The Employment Agreement with _____ attached hereto as **Exhibit A**, and the Mayor and City Clerk are authorized and directed to execute the same.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 49-23/24 Mayor Appointment David B. Nutter

ACTION REQUESTED: Approve and Adopt the Resolution.

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 49-23/24 Mayor's Appointment of David B. Nutter as Mayor Pro Tem to the City Council for a term until April 30, 2024 and John P. Abel as 1st Alternate Mayor Pro Tem to the City Council for a term until April 30, 2024

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the Mayor's appointment of Council Member David B. Nutter as Mayor Pro Tem to the City Council for a term until April 30, 2024, is hereby approved.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the appointment of John P. Abel as 1st Alternate Mayor Pro Tem to the City Council for a term until April 30, 2024, is hereby approved.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Trent Reeise, Fire Chief

AGENDA ITEM: Resolution No. 50-23/24 Approve Purchase of Fire Department Rescue Boat

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Pekin Fire Department is requesting to purchase a boat that is appropriate for use as a rescue/emergency craft on the Illinois River which must be constructed specifically with this function in mind. The method of construction must take into account the conditions of the river, including use in low waters as well as flooding with potential floating debris and other obstructions in the water. The boat must also be equipped with features that are not available on commercially available boats and must be custom built by the manufacturer. Features such as diver doors for easier water-level access, equipment storage considerations, scene lighting, and construction methods which provide the durability required for safe river operation are all custom in nature.

Competition in this market is very limited, and there are only two known builders of this type of craft in Illinois, AAD Welding in Bartonville, IL and Oquawka Boats in Oquawka, IL. Both builders are experienced in building many types of custom river-use craft, including boats used specifically for fire departments, police departments, and other public safety agencies. Bids were sought from both companies with the basic set of requirements for a new rescue/emergency boat, based on the need to safely operate on the Illinois River. Quotes are included to show the pricing presented from both manufacturers.

AAD Welding is a local company which has an outstanding reputation for custom-built boats, including several public safety boats. While not located in Pekin, they are a family-owned company which is also very active in the Pekin Boat Club, and they perform all their initial tests of new boats here in the river at Pekin. Their shop is located just across the river in Peoria County, and staff will be able to work with them to ensure the boat is built as designed. Their location is also ideal for any service or repairs that may be needed throughout the life of the boat. Based on their reputation, their location, and their pricing, staff recommends proceeding with the purchase of Pekin Fire Department's new boat from AAD Welding.

Alto Ingredients has agreed to partner with the City of Pekin on the purchase of this new asset. Alto has agreed to donate \$21,000 towards the purchase of the new rescue boat. Alto continues to be a great community partner and big supporter of the Pekin Fire Department. They support training locally by use of their facilities, and have continued to send two firefighters a year to Texas A&M flammable liquids school. In the past, the predecessor companies that have owned these facilities (Alto) assisted in the purchase of the 100' aerial apparatus.

Staff Recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$20,773
 Line Item: 100-034-587000
 Budgeted Amount: \$60,000
 Remaining Funds:

IMPACT IF APPROVED: Increased rescue capabilities on the river with safer conditions for responders and victims.

IMPACT IF DENIED: Continue to use the current 1987 boat

ALTERNATIVES:

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

Date:

City Manager:

Date:

Resolution No. 50-23/24 Approve the Purchase of a Fire Department Rescue Boat from AAD Welding, Inc.

WHEREAS, the Pekin Fire Department is requesting to purchase a boat for use in emergency and rescue response on the Illinois River; and

WHEREAS, significant customization is required to make a boat suitable for such use; and

WHEREAS, the Fire Department sought bids from the only two known builders of this type of craft in Illinois: AAD Welding, Inc., in Bartonville, IL and Oquawka Boats in Oquawka, IL; and

WHEREAS, as a local company, AAD Welding is better positioned to provide service or repairs that may be needed through the life of the boat, and staff will be able to work with them to ensure the boat is built as designed; and

WHEREAS, the City Council finds it is in the best interests of the City to purchase a new emergency and rescue boat for the Fire Department from AAD Welding.

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

Section 1. The foregoing findings and recitals are found to be true and correct and are incorporated herein.

Section 2. The purchase of an emergency response boat from AAD Welding, Inc., on the terms and specifications set forth on the quote attached hereto as Exhibit A, is approved. The Interim City Manager is authorized to take such actions and execute such documents as required to complete the purchase.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



Custom Built Hunting & Fishing Boats
Aluminum and Steel Trailers
Boat and Trailer Repairs and Parts
Semi-Trailer Repair and Resheeting

Business: (309) 697-0474
6927 S. Swartz Lane, Bartonville, IL 61607

INVOICE

Quote

DATE

6-5-23

TO Pekin Fire		SHIP TO	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	
QUANTITY	DESCRIPTION	PRICE	UNIT
1	24 Ft Semi-V Hull Boat	12,000.00	
2	Commercial grade		
3	3/16 Bottom 1/2 Side Thickness		
4	center console / grab bar	600.00	
5	Hydraulic Steering	1500.00	
6	Rear light Bar 4ft x 4ft	500.00	
7	Rear Bench seat Battery Store	600.00	
8	2ft wide across Boat		
9	Rear platform & ladder	350.00	
10	Side Diver's door	1500.00	
11	non-skid rubber Floor	1300.00	
12	2 Batteries & Boxes	286.00	
13	Navigation lights	200.00	
14	6 led interior lights	240.00	
15	27 gal Fuel cell & gauge	500.00	
16	2 Bank on Board Charger	170.00	
17	22" light Bar on Bow	150.00	
18	6 4"x4" Flood lights	600.00	
19	Seat box behind console	250.00	
20	Vinyl Folding Seaton Box	180.00	
TOTAL			

Attachment: Quote AAD Welding 6.2023 (3654 : Resolution No. 50-23/24 Approve Purchase of Fire Department Rescue Boat)



2446

8.1.a

Custom Built Hunting & Fishing Boats
Aluminum and Steel Trailers
Boat and Trailer Repairs and Parts
Semi-Trailer Repair and Resheeting

Business: (309) 697-0474
6927 S. Swartz Lane, Bartonville, IL 61607

INVOICE

Quote

DATE

6-5-23

TO	Pekin Fire	SHIP TO	
ADDRESS		ADDRESS	
CITY, STATE, ZIP		CITY, STATE, ZIP	

QUANTITY	DESCRIPTION	PRICE	UNIT
1	Stainless Steering wheel	200.00	
2	wiring Time	1200.00	
3			
4			
5			
6	25" shaft 150 HP	\$12447.00	
7	Suzuki outboard		
8	with controls		
9	Stainless steel prop	\$500.00	
10			
11			
12	Tandem Aluminum Trailer		
13	2-3500 lb axles E-2 lube		
14	15" wheels spare tire		
15	Steps Both side		
16	Led Tail lights	\$6500.00	
17			
18			
19	50% Down Required		
20			

TOTAL

\$41,773.00

Attachment: Quote AAD Welding 6.2023 (3654 : Resolution No. 50-23/24 Approve Purchase of Fire Department Rescue Boat)



Oquawka Boats & Fabrication, Inc.
 1312 East State Highway 164
 Oquawka, IL 61469
 (309)867-2213

www.oquawkaboats.com

oquawkaboats@oquawkaboats.com

Pekin Fire Department
 Tony Rendleman
 3232 Court Street
 Pekin, IL 61554
 Phone: 309-613-0283

Date: 07/18/23

Email: trrendleman@ci.pekin.il.us

Oquawka Boats Model 2484 FBVB Flat Bottom V-Bow

\$21,900.00

Length: 24' Bottom Width: 84" Sides: 30" Transom: 25"

4' Weep Deck/.188" Diamond Plate Deck & Diamond Tread Plate Floor/
 .190" Thick Sides & Bottom

Center Mount Console with Shelf	\$690.00
Hydraulic No Feedback Steering	\$2,875.00
27 Gallon Permanent Custom Built EPA Compliant Aluminum Fuel Tank/Tray/Strap Down/Fill & Vent/Fuel Bulb Assembly with Bulkhead to Hold Fuel	\$3,530.00
Driver-Pedestal/Seat/Glider	\$630.00
Approximately 84" Cross Bench Seat with Storage across back of boat	\$1,220.00
2' Bulkhead Storage Compartment with lock	\$1,275.00
2' x 2' Seat/Storage Compartment	\$420.00
(2) Dive Doors one on each side	\$3,450.00
Platform on Back with Ladder	\$1,700.00
Light Bar Arch with Rigid Flood Lights and customer supplied emergency lights	\$2,650.00
Interior LED Lights for Safety (Colors TBD)	\$550.00
Navigation Lights 10-Gang Fuse Panel/LED Stern Pole/Switch	\$575.00
12 Volt Accessory	\$40.00
1100 GPS Bilge Pump/Switch	\$405.00
(2)-Batteries/(2)-Boxes/(2)-Trays/(2)-Strap Down Kits	\$750.00
Battery Selector Switch with heavy duty wiring	\$405.00
Battery Charger	\$300.00
Non-Slip Protecting Covering on Floor	\$5,110.00
Subtotal	\$48,475.00

Attachment: Oquawka Boats quote (3654 : Resolution No. 50-23/24 Approve Purchase of Fire Department Rescue Boat)

Estimated Registration	\$60.00
Boat Total	\$48,535.00
Suzuki 150HP (DF150ATX5) Outboard Engine 20" Shaft (Installed)	\$20,405.00
Binnacle Control/Main Engine Harness/Control Cables/Trim/Fuel/ Volt/Hour/Tacho-monitor/Fuel Filter Assy/Stainless Steel Prop	
Engine Total	\$20,405.00
Oquawka Model 2484OB Aluminum Tandem Axle Trailer	\$17,405.00
Includes: (2) 5,000 LB Axles, LED Lights, Winch, Coupler, Polyethylene Boards, Bottom & Side bunks, Tongue Jack & Stand, EZ Lube Axle, Galvanized Wheels, & Retractable Transom Straps	
Electric Brakes	\$555.00
Spare & Mounting Bracket	\$345.00
Subtotal	\$18,305.00
Estimated title and plates	\$356.00
Trailer Total	\$18,670.00
Delivery to 3232 Court Street Pekin, IL 61554	\$405.00
Total of Boat, Engine, Trailer & Delivery	\$88,015.00

*Due to Covid-19, Availability of Engines, Parts, and Material maybe Delayed/
Substituted and Due Date Maybe Affected.*

FOB: DESTINATION

BOAT & TRAILER TERMS: 1/2 Down at Time of Order - Balance Upon Completion

ENGINE TERMS: Paid in Full at Time of Order

QUOTE GOOD FOR 60 DAYS

We appreciate your recent interest in our custom built boats and trailers. If you have any questions or would like to place an order please give us a call (309)867-2213. We look forward to hearing from you soon.

Respectfully,

TENNILLE HENRY

Sales Associate

Oquawka Boats & Fabrications

1312 East State Highway 164

Oquawka, IL 61469

309.867.2213

tennillehenry@oquawkaboats.com

Attachment: Oquawka Boats quote (3654 : Resolution No. 50-23/24 Approve Purchase of Fire Department Rescue Boat)



REQUEST FOR COUNCIL ACTION

Agenda Date:
To:
From:

August 28, 2023
Council Members
John Dossey, Interim City Manager and Police Chief

AGENDA ITEM: Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City was approached by Cullinan Properties LLC (The Developer) recently with plans to expand the growth of the East Court Village (ECV) and East Court Village II (ECVII) properties. Cullinan Properties has provided the City with a proposal showing their intention of investing approximately \$40 Million dollars of total project costs into the ECV & ECVII properties. As part of their plans, Cullinan has stated that they have three national retail chains ready to sign leases and other interested parties that have shown significant interests in locating on the property.

Cullinan provided a presentation at previous council meetings in which they asked at that time for investment from the City of \$7 Million Dollars, with the already outstanding loan amount of \$2 Million Dollars. Council had many questions they asked of Cullinan Properties and Staff regarding this most recent request and direction was given for staff to meet with Cullinan to discuss their request to flesh out details and to do our due diligence working out specific details.

Staff recognized the need to provide better deliverables and have more accountability regarding the deliverables to provide the City with a better return on investment. Upon meeting with Cullinan during multiple meetings, the following agreement was negotiated.

The Second Amended Redevelopment Agreement before council outlines the following:

- The City of Pekin will loan \$5 Million Dollars to Cullinan Properties payable in two (2) tranches.
- The first \$2.5 Million would be paid in this current fiscal budget Year, only upon the receipt of three (3) signed and executed leases from commercial retail tenants with a minimum of 5,000 square feet (each) of retail space, which will be located in the Bergner's building.
- NOTE: No budget amendment is required for this. This is due to other budgeted expenses being delayed out of BDD.
- If Cullinan (for any reason) does not have these signed and executed lease agreements prior to December 31, 2023 this entire agreement is null and void.
- Money will not be released until Cullinan has provided evidence of hard expenses for this project.
- The second Tranche of \$2.5 Million would be released after 20% of the construction costs have been verified (by Pekin) and expended (by Cullinan). This would not be paid prior to May 31, 2024, which would need to be included in the next fiscal year budget.

Staff took to heart concerns from both the public and City Council regarding Cullinan's past performance after coming to the City in 2020 and 2021 for assistance in amending the original agreement. Staff pulled the history of the Cullinan property dating back to 2001 and found that Cullinan did deliver to the contractual agreements as promised. There have been amendments along the way, and Cullinan is current on their payments. In fact, Cullinan since 2001 has borrowed approximately \$5.1 Million and have paid back approximately \$3.1 Million in principle. Since 2001 Cullinan has De-Malled the property making it into an open-air concept. Demolition of 160,000 Square Feet of in line Mall building areas. Restored site areas, parking fields, landscaping, etc. Relocated utilities and infrastructure. Constructed the access road of Walmart from Veterans drive, and dedicated the right of way for Veterans Drive project at no cost to the City. Prior to the 2020 agreement

Cullinan was paying 6% on the outstanding Loans. In 2020 (Covid) the City Council then, as part of an amended agreement to assist the ability of Cullinan to redevelop the property, agreed to change the terms of the loan reducing the interest rate to 2%. Refer to Ordinance No. 2939-20/21 for the incentives provided.

In 2021, Cullinan came back to the City asking for another amendment by the City Council. The Council granted in ordinance 3019-21/22 to allow Cullinan to either complete the “Option” (redevelopment of the Bergner’s building) or a new “Option Project” and provided further incentives. In this case Cullinan chose to utilize the “option project” which was the development of Harbor Freight.

Taking all of this into consideration staff negotiated the following in an effort to provide accountability and a return on investment.

- Of the two tranches loaned, this will be loaned at 5% interest, which is approximately our market return at this time.
- The City will be gaining 20% of the Municipal Retail and the Home Rules sales tax. The prior agreement we were receiving none. This is also at dollar one.
- All of the new incentives apply to all of the new option projects.
- The addition of Developer Responsibilities that provides accountability and establishes penalty should the Developer not meet established time lines.
- Loan amounts provided by the City will go into an escrow account in which the City will have the ability to review and release funds on this project.
- The loans made by the City are guaranteed through a Corporate Guarantee provided by Cullinan Properties.
- There is no prepayment penalty to this loan. Staff expects between now and 2041 when interest rates drop Cullinan will have the incentive to pay this off early.
- TIF and BDD rebates, Municipal and Home Rule rebates will be applied to paying off the old loans and this loan first.
- There are ten (10) option projects, that are “new” unused spaces with new tenants. This would be covered by this agreement.
- Staff has estimated our portion of the 20% sales tax revenue on a \$16 Million dollar base will be approximately \$88,000 annually of new net revenue to the City.
- Cullinan will donate available land to mitigate erosion concerns.
- Established Communications. As part of this agreement Cullinan will stay in communication with City Staff regarding the progress of the project. Should deadlines not be met, these meetings will increase along with any applicable aforementioned penalties.

In further due diligence Staff obtained recommendations from those who have worked with Cullinan Properties. Attached are letters of recommendation from Kyle Moore, former Mayor of Quincy and current President of Great River Economic Development Foundation, and Christopher Setti, CEO Greater Peoria Economic Development Council. All support this initiative and believe that Cullinan Properties will deliver as promised. Further, several area realtors have spoken with staff independently in support of Cullinan Properties. Staff believes this agreement is an effort to strike a balance of being pro-business, yet looking out for the City and its best interests. Staff believes this opportunity will grow Pekin’s future economic growth and transform a very underutilized commercial section of town. By investing in this development, the City would be providing local job growth, sales tax revenues (both in this development and surrounding businesses) and attracting interest from other investors that Pekin is a worthy investment. Staff recommends approval of this agreement.

FINANCIAL IMPACT:

Requested Amount: \$5,000,000 to be paid in two tranches as outlined above. (\$2.5 Million current fiscal year then \$2.5 Million in fiscal year 24/25)

Line Item: 277-277-584009

Budgeted Amount: \$10,846,857

Remaining Funds: \$10,190,867

IMPACT IF APPROVED: This agreement will allow for the development and growth of the ECV and ECVII site and bring jobs to the community as well as economic growth and development.

IMPACT IF DENIED: The ECV and ECVII property would not develop and bring new retail business to the City.

ALTERNATIVES:**REQUIRED SIGNATURES**

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Ordinance. 4095-23/24 Approval of the Second Amendment to the Redevelopment Agreement
with East Court Village (ECV) and East Court Village II (ECVII)**

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT
AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A SECOND AMENDMENT TO THE
TAX INCREMENT FINANCING
(TIF) DISTRICT AND BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. ____-23/24

**PEKIN COURT STREET TIF DISTRICT AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A SECOND AMENDMENT TO THE TAX INCREMENT
FINANCING (TIF) DISTRICT AND BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

**THE CITY OF PEKIN
and
EAST COURT VILLAGE, LLC AND EAST COURT VILLAGE II, LLC**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the “City”), have determined that this Second Amendment to the Redevelopment Agreement is in the best interest of the citizens of the City of Pekin.

THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The Second Amendment to the TIF and Business Development District Redevelopment Agreement with East Court Village, LLC and East Court Village II, LLC (collectively, the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Second Amendment to the Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The Second Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Pekin this 28th day of August, 2023.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Dave Nutter				
Lloyd Orrick				
Rick Hilst				
Karen Hohimer				
Mary Burress, Mayor				
TOTALS				

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

Attachment: **EXHIBIT A.** Second Amendment to the Redevelopment Agreement by and between the City of Pekin and East Court Village, LLC and East Court Village II, LLC.

EXHIBIT A

**PEKIN COURT STREET TIF DISTRICT
AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1
SECOND AMENDMENT TO THE TAX INCREMENT FINANCING
(TIF) DISTRICT AND BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT
AGREEMENT**

by and between

THE CITY OF PEKIN

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

**PEKIN, ILLINOIS
COURT STREET TAX INCREMENT FINANCING
DISTRICT & BUSINESS DEVELOPMENT
DISTRICT**

**SECOND AMENDMENT TO THE
REDEVELOPMENT
AGREEMENT**

by and between

CITY OF PEKIN, ILLINOIS

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

AUGUST 28, 2023

PEKIN, ILLINOIS
SECOND AMENDMENT TO THE COURT STREET TAX INCREMENT
FINANCING DISTRICT
& BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT AGREEMENT
 by and between
CITY OF PEKIN, ILLINOIS
 and
EAST COURT VILLAGE, LLC
 and
EAST COURT VILLAGE II, LLC

THIS SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT, including Exhibits (the “Agreement”), is entered into this 28th day of August, 2023, by the City of Pekin (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois; and East Court Village, LLC, an Illinois Limited Liability Company (“ECV”) and East Court Village II, LLC, an Illinois Limited Liability Company (“ECVII”) (collectively, ECV and ECVII are hereinafter referred to as 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 “TIF Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, maintain and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City plans to adopt Tax Increment Financing under the TIF Act, approve a proposed Redevelopment Plan (the “Plan”) and designate a proposed Redevelopment Area known as the **Pekin Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, pursuant to 65 ILCS 5/8-11-20, the City has the authority to offer sales tax incentives through an Economic Incentive Agreement to encourage the development or redevelopment of underutilized or undeveloped land within the City limits; and

WHEREAS, pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*) (hereinafter referred to as the “BDD Act”), the City has the authority to establish a Business Development District wherein it may impose a tax, the revenues from which, may be used to pay certain Business District Project Costs including but not limited to financing costs; and

WHEREAS, the City has adopted a Business Development District pursuant to the BDD Act known as the Pekin Business Development District No. 1 (the “BDD”); and

WHEREAS, on December 14, 2020, the City and the Developer entered into a Redevelopment Agreement (the “Original Agreement”), wherein the City agreed to extend incentives to provide reimbursement of certain TIF Eligible Project Costs and BDD eligible costs for the Developer’s Project on real property generally located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN #'s 11-11-07-307-023, 11-11-074-307-008, and 11-11-07-308-012); and

WHEREAS, the City and the Developer entered into a First Amendment to the Original Agreement on September 27, 2021 (the “First Amendment”); and

WHEREAS, the parties agree that the Developer has undertaken and met the completion requirements of the Project pursuant to Section A(3) of the Original Agreement as amended by the First Amendment through the development of retail space on the Property for use as a Harbor Freight retail store, and the Developer has designated such as its Option Project as that term is defined in Section C(2) of the Original Agreement as amended by the First Amendment; and

WHEREAS, the Developer is proposing to undertake significant additional commercial developments on the Property and is requesting additional incentives to facilitate such additional development; and

WHEREAS, the Parties hereby agree to amend the Original Agreement as previously amended by the First Amendment as set forth below.

SECOND AMENDMENT

A. AMENDED DEFINITION OF THE TERM “PROJECT”

The term *Project* as used in the Original Agreement, as amended by the First Amendment, is hereby amended as follows:

The Developer’s Project shall include: (1) rehabilitation of the Bergner’s Property, including dividing the building into multiple units for the purpose of attracting commercial tenants thereto, (2) development of a Harbor Freight retail store located on the Property, and (3) development of up to ten (10) additional options projects (“Option Projects”) located on the Property consisting of a New Business as defined herein. Option Projects shall be defined as up to ten (10) additional projects located on the Property consisting of a New Business as defined herein.

B. AMENDED DEFINITION OF THE TERMS “BERGNERS PROPERTY” AND “ECV PROPERTY”

The term *Bergners Property* as used in the Original Agreement, as amended by the First Amendment, is hereby amended as follows:

The Bergners Property shall include both the property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-008) and the entirety of the building which formerly housed a Bergners retail store, all of which is shown on the highlighted site plan attached as Exhibit 10.

The term *ECV Property* as used in the Original Agreement, as amended by the First Amendment, is hereby amended as follows:

The ECV Property shall be defined as the property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-023) excluding the entirety of the building which formerly housed a Bergners retail store, all of which is shown on the highlighted site plan attached as Exhibit 10.

C. AMENDED “DEFINITIONS”

The following definitions shall be added to the “Definitions” section of the Original Agreement as amended by the First Amendment:

“New Business”: For the purpose of this Agreement, New Business shall mean any new business with a new EIN number located on the ECV Property or the ECVII Property after the effective date of this Second Amendment. A New Business shall exclude any business that currently exists within the Pekin City limits. A New Business shall also exclude any business that currently exists on the ECV Property and ECVII Property as of the date of execution of this Second Amendment. Furthermore, New Businesses shall only include: (1) businesses that locate in buildings on the Property that are currently vacant as of the date of execution of this Second Amendment to the Original Agreement, (2) businesses that locate in buildings constructed after the date of execution of this Second Amendment, and (3) any business that locates in the existing buildings that are the current sites of Mattress Liquidators located on the Property and OSF medical offices located on the Property.

“Property”: For the purpose of this Agreement, Property shall mean collectively the Bergners Property, the ECV Property, and the ECVII Property.

D. AMENDED “A. PRELIMINARY STATEMENTS”

Section A(3) of the Original Agreement and First Amendment shall be amended by replacing it, in its entirety, with the following:

3. The Developer agrees to complete the rehabilitation of the Bergners Property on or before December 31, 2025 subject to the exception of Force Majeure (defined below). For the purpose of this Agreement, the rehabilitation of the Bergners Property will be deemed complete when the leasable space of the Bergners Property is available for lease to commercial tenants ("Bergners Project Completion").

Section A(6) of the Original Agreement is hereby amended by replacing it, in its entirety, with the following:

6. In consideration for the incentives set forth herein, the Developer shall donate to the City approximately one (1) acre of land on or adjacent to the ECV Property for the purpose of providing storm water detention or retention. The location and size of such property shall be mutually agreed upon by both parties and shall be suitable to provide adequate storm water retention/detention for the Property and the surrounding area. The City shall be responsible for the cost to subdivide the agreed upon property and any additional costs related to the donated land. If there is not enough land on or adjacent to the ECV Property for water detention or retention, the City agrees to release Developer of this requirement to donate approximately one (1) acre of land.

Section A of the Original Agreement shall be amended by adding the following *subsection 7*:

7. In order for the Developer to receive any of the incentives provided for herein which are generated by an Option Project located on the Property, the Developer must designate which New Business(es) it chooses as an Option Project to the City in writing pursuant to the Notice provision in Section Q. The Developer may not designate any Option Project after the date that is ten (10) years from the date of execution of this Second Amendment to the Original agreement. The Developer may designate a maximum of ten (10) Option Projects.

E. AMENDED "C. INCENTIVES"

Section C(1) of the Original Agreement is hereby amended by replacing it, in its entirety, with the following:

1. CONSOLIDATION AND MODIFICATION OF ECV PROMISSORY NOTES AND ECVII PROMISSORY NOTE
 - a. **Modification of ECV Promissory Notes:** The Parties agree that as of the date of the Original Agreement the principal balance owed on the ECV Promissory Notes was \$2,211,112.96. The Developer made a payment to the City in the amount of \$325,000.00 on or before March 31, 2021. From said payment, \$97,148.65 was applied to past due interest on the ECV Promissory Notes in the amount of \$2,211,112.96. The remainder of said payment, \$227,851.35, was applied to the principal amount of the ECV Promissory Notes, leaving a principal amount remaining due of \$1,983,261.61. The Parties agree to

modify the ECV Promissory Notes by amortizing said balance due of \$1,983,261.61 over a period of 20 years beginning April 1, 2021. Interest on the ECV Promissory Notes shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECV Promissory Notes shall be due on an annual basis with the first such payment being due on or before March 31, 2022 and continuing on or before March 31st of each year thereafter through and including the final payment due on or before March 31, 2041. The amortization schedule for the ECV Promissory Notes is included in ***Exhibit "2"*** attached hereto.

- b. **Modification of ECVII Promissory Note:** The Parties agree that as of the date of the Original Agreement the principal balance owed on the ECVII Promissory Note is \$275,197.67. Said amount of \$275,197.67 shall be amortized over a period of 20 years beginning April 1, 2021. Interest on the ECVII Promissory Note shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECVII Promissory Note shall be due on an annual basis with the first such payment being due on or before March 31, 2022 and continuing on or before March 31st of each year thereafter through and including the final payment due on or before March 31, 2041. The amortization schedule for the ECV Promissory Notes is included in ***Exhibit "2"*** attached hereto.
- c. ECV previously issued a mortgage in favor of the City as security for the ECV Promissory Notes. The Parties agree that said mortgage shall remain in full force and effect as security for the ECV Promissory Notes attached hereto. The Parties agree to execute whatever documents or mortgage modifications are necessary to effectuate this provision.
- d. This Agreement, including the modification of the ECV Promissory Notes and ECVII Promissory Note as set forth herein, is contingent, in its entirety, on the City receiving the personal unconditional guarantee of the payment of said Notes from Diane A. Oberhelman. The guarantee of Diane A. Oberhelman is attached hereto as ***Exhibit 3*** and incorporated herein by this reference.

Section C(2) of the Original agreement is hereby amended by replacing it, in its entirety, with the following:

2. REIMBURSEMENT OF BDD SALES TAX REVENUES

The City shall reimburse the Developer: **One Hundred Percent (100%)** of the BDD Sales Tax Revenues generated by any New Business located on the Bergners Property, the Harbor Freight business located on the Property, and the Options Projects located on the Property.

Such reimbursements shall be calculated on a quarterly basis based on the BDD Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year. Such reimbursements shall be made on a quarterly basis and within 30 days upon the receipt of the verification of such revenues provided by the State of Illinois Department of Revenue and shall be made for period of twenty (20) years beginning

on the date of the Bergners Project Completion or upon expiration of the BDD, whichever occurs first.

- a. In no event shall the total cumulative reimbursement of BDD Sales Tax Revenues by the City to the Developer pursuant to this *Section C(2)* during the term of this Agreement, when added to the reimbursements set forth in *Section C(5)* below, exceed the maximum amount of estimated Eligible Project Costs as set forth in ***Exhibit "1"*** attached hereto.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, the Harbor Freight, and Option Projects to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergners Property, the Harbor Freight, and ten Option Projects located on the Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, Harbor Freight and/or ten Option Projects) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

Section C(3) of the Original agreement is hereby amended by replacing it, in its entirety, with the following:

3. REIMBURSEMENT OF MUNICIPAL SALES TAX REVENUES

The City shall reimburse the Developer: (1) **Eighty Percent (80%)** of the Municipal Sales Tax Revenues generated by any New Business(es) located on the Bergners Property, the Harbor Freight, and Option Projects; and (2) **Fifty Percent (50%)** of the Municipal Sales Tax Revenues generated by any other businesses located on the ECV Property and any other businesses located on the ECVII Property.

Such reimbursement shall be calculated on a quarterly basis based on the Municipal Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence with Municipal Sales Tax Revenues generated in year 2021 and shall continue through and including the date that is twenty (20) years from the date of the Bergners Project Completion.

- a. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, the ECV Property, and the ECVII Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate Municipal Sales Tax Revenues generated by the Bergners Property, the ECV Property, and the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable

to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, the ECV Property, and the ECVII Property) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

- b. With respect to the reimbursement and use of Municipal Sales Tax Revenues as set forth herein, this Agreement shall supersede the ECV Agreement as amended and the ECVII Agreement as amended.
- c. As it pertains to the Developer's share of Municipal Sales Tax Revenues generated by businesses located on the ECV Property and the ECVII Property, the Developer shall submit documentation to the City from time to time that the reimbursement of such Municipal Sales Tax Revenues are used or budgeted for capital improvements to or operating costs for the ECV Property and/or ECVII Property.

Section C(4) of the Original agreement is hereby amended by replacing it, in its entirety, with the following:

4. REIMBURSEMENT OF MUNICIPAL HOME RULE TAX REVENUES

The City shall reimburse the Developer **Eighty Percent (80%)** of the Home Rule Tax Revenues generated by any New Business located on the Bergners Property, the Harbor Freight, and Option Projects. Such reimbursements shall be calculated on a quarterly basis based on the Home Rule Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence upon the date the Harbor Freight business located on the Property is open for business to the public and generating retail sales and shall continue through and including the date that is twenty (20) years from the date of the Bergners Project Completion.

- a. The Developer agrees to cooperate with the City to complete and/or execute, or cause any of its tenants located on the Bergner's Property, the Harbor Freight, and Option Projects to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate Home Rule Tax Revenues generated by the Bergners Property, Harbor Freight, and Option Projects for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, the Harbor Freight, and Option Projects) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

Section C(5) of the Original Agreement is hereby amended by replacing it, in its entirety, with the following:

5. REIMBURSEMENT OF REAL ESTATE TAX INCREMENT GENERATED BY THE PROJECT LOCATED ON THE PROPERTY

The City shall reimburse the Developer **Seventy Percent (70%)** of the “net” real estate tax increment generated by the ECV Property, ECVII Property, and Bergners Property for reimbursement of the Developer’s TIF Eligible Project Costs which are described on ***Exhibit 1*** attached hereto and verified pursuant to *Section F* below. For the avoidance of doubt, TIF Eligible Project Costs shall include those costs which are eligible for reimbursement under the TIF Act and are incurred for redevelopment of the Bergners Property, ECV Property, and/or ECVII Property. Such reimbursements shall commence with real estate tax increment generated in tax year 2021 payable in year 2022 and continue for the current anticipated remaining life of the TIF District (tax year 2044 payable 2045), or upon the Developer receiving an amount when added to the reimbursements made by the City to the Developer pursuant to *Section C(2)* above, not to exceed that amount of Estimated Project Costs set forth in ***Exhibit 1*** attached hereto.

“Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the ECV Property, ECVII Property, and Bergners Property after payment of the proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer’s proportionate amount is calculated by dividing the increment generated by ECV Property, ECVII Property, and Bergners Property by the total TIF District increment and multiplying the result by such administrative fees and costs, and payments pursuant to any TIF District Intergovernmental Agreements.

Section C(6) of the Original agreement is hereby amended by replacing it, in its entirety, with the following:

6. LIMITATION OF INCENTIVES TO DEVELOPER

- a. The reimbursement of Municipal Sales Tax Revenues generated by businesses other than those located in the Bergners Property the Harbor Freight, and the Option Projects located on the ECV Property and the ECVII property made by the City to the Developer pursuant to *Section C(3)* above shall not exceed \$70,000.00 in any year.
- b. In no event shall the total cumulative reimbursements paid to the Developer under *Sections C(2) and C(5)* above exceed the amount of estimated Eligible Project Costs as set forth in ***Exhibit “1”*** attached hereto.
- c. If, during the Term of this Agreement, the Developer is in default of this Agreement and remains in default after the applicable notice and cure periods set forth in *Section L* below, the Developer shall receive no further reimbursements hereunder, and any remaining

principal and interest due on the Loans shall be paid to the City within thirty (30) days upon written demand of the same from the City.

Section C of the Original Agreement is hereby amended by adding the following subsection 7:

7. NEW DEVELOPMENT LOAN (LOAN #3)

In order to further incentivize the Project, the City shall provide the Developer an additional loan of up to Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The terms for Loan #3 shall be as follows:

- a. The City shall disburse the Loan #3 proceeds to a title company (the "Title Company") mutually agreeable to both Parties in the amount of \$2,500,000.00 upon the Developer providing a minimum of three (3) executed leases of commercial retail tenants for Option Projects, each consisting of a minimum of 5,000 square feet of retail space. However, in no event shall the City be obligated to provide the proceeds of said Loan #3 less than sixty (60) days from the date of execution of this Second Amendment. The Loan #3 proceeds shall be placed into an escrow account (the "Escrow Account") with said Title Company and disbursement of the Loan #3 proceeds from said account to the Developer shall be conditioned on the following:
 - i. The Developer providing proof of casualty insurance coverage on the Bergners Property of an amount not less than \$2,500,000.00 naming the City as loss payee in the event of damage done to the Bergners Property.
 - ii. The Developer providing to the Title Company and the City documentation of eligible costs it has incurred in furtherance of the Project. The Title Company shall review such documentation prior to releasing any of the Loan #3 fund. The City shall further have the right to review such costs. In the event the City does not object to such costs within two (2) business days upon being provided such documentation, the City shall be deemed to have waived its rights to object to such costs. The application of BDD Sales Tax Revenues and Real Estate Tax Increment to the payment of Loan #3 shall still be subject to verification of BDD Eligible Project Costs and TIF Eligible Project Costs set forth in Section F of the Original Agreement. Nothing contained in this paragraph shall in any way modify the provisions set forth in Section F.
- b. The term for Loan #3 shall be for a period of seventeen (17) years and shall commence the date the loan proceeds are disbursed to the Developer.
- c. The interest rate for Loan #3 shall be five percent (5%) per annum and interest shall begin to accrue the date the Loan #3 proceeds are disbursed to the Developer.

- d. Loan #3 shall be amortized over 20 years commencing the date the Loan #3 funds are disbursed to the Developer. The payments of principal and interest due on Loan #3 shall be made on an annual basis with the first such payment being made on or before March 31, 2026 and continuing on or before March 31 of each year thereafter through and including the final payment due on or before March 31, 2045. The amortization schedule for Loan #3 is attached hereto as ***Exhibit "6"***.
- e. The provision of Loan #3 shall be contingent, in its entirety, on the City receiving the corporate guarantee of the payment of said Loan #3 from Cullinan Companies L.L.C., an Illinois limited liability company.. Such guarantee shall be in the form of the guarantee attached hereto as ***Exhibit "7"***.
- f. In the event the Developer is in default of Loan #3, the Developer shall pay the reasonable attorney fees and court costs of the City in the collection of said loan and any resulting litigation resulting therefrom.
- g. There shall be no prepayment penalty in the event the Developer elects to pay any amount in addition to what is set forth in the amortization schedule set forth in ***Exhibit "6"***.

Section C of the Original Agreement is hereby amended by adding the following subsection 8:

8. NEW DEVELOPMENT LOAN (LOAN #4)

In order to further incentivize the Project, the City shall provide the Developer an additional loan of up to Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00). The terms for Loan #4 shall be as follows:

- a. The City shall disburse the Loan #4 proceeds to the Escrow Account in the amount of \$2,500,000.00 within thirty (30) days upon the Developer providing documentation evidencing that it has incurred and paid a minimum of twenty percent (20%) of the total project costs (excluding any mobilization costs) set forth in the building permit application submitted by the Developer to the City for the development of the three businesses for which the Developer provided the leases pursuant to Section C(7)(a) above, but in no event shall the proceeds for Loan #4 be disbursed by the City to the Escrow Account earlier than May 31, 2024. The proceeds of Loan #4 placed into the

Escrow Account shall be disbursed by the Title Company to the Developer conditioned on the following:

- i. The Developer shall provide proof of casualty insurance coverage on the Bergners Property of an amount not less than an additional \$2,500,000.00 naming the City as loss payee in the event of damage done to the Bergners Property.
 - ii. The Developer providing to the Title Company and the City documentation of eligible costs it has incurred in furtherance of the Project. The Title Company shall review such documentation prior to releasing any of the Loan #4 fund. The City shall further have the right to review such costs. In the event the City does not object to such costs within two (2) business days upon being provided such documentation, the City shall be deemed to have waived its rights to object to such costs. The application of BDD Sales Tax Revenues and Real Estate Tax Increment to the payment of Loan #4 shall still be subject to verification of BDD Eligible Project Costs and TIF Eligible Project Costs set forth in Section F of the Original Agreement. Nothing contained in this paragraph shall in any way modify the provisions set forth in Section F.
- b. The term for Loan #4 shall be for a period of seventeen (17) years and shall commence the date the loan proceeds are disbursed to the Developer.
 - c. The interest rate for Loan #4 shall be five percent (5%) per annum and interest shall begin to accrue the date the Loan #4 proceeds are disbursed to the Developer.
 - d. Loan #4 shall be amortized over 20 years commencing the date the Loan #4 funds are disbursed to the Developer. The payments of principal and interest due on Loan #4 shall be made on an annual basis with the first such payment being made on or before March 31, 2026 and continuing on or before March 31 of each year thereafter through and including the final payment due on or before March 31, 2045. The amortization schedule for Loan #4 is attached hereto as ***Exhibit "8"***.
 - e. The provision of Loan #4 shall be contingent, in its entirety, on the City receiving the corporate guarantee of the payment of said Loan #4 from Cullinan Companies L.L.C., an Illinois limited liability company. Such guarantee shall be in the form of the guarantee attached hereto as ***Exhibit "9"***.
 - f. In the event the Developer is in default of Loan #4, the Developer shall pay the reasonable attorney fees and court costs of the City in the collection of said loan and any resulting litigation resulting therefrom.
 - g. There shall be no prepayment penalty in the event the Developer elects to pay any amount in addition to what is set forth in the amortization schedule set forth in

Exhibit "8"

Section C of the Original Agreement is hereby amended by adding the following subsection 9:

9. REPAYMENT OF THE ECV LOAN, ECVII LOAN, LOAN #3, AND LOAN #4

- a. Application of Incentive Revenues: The Parties agree that the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, Municipal Home Rule Tax Revenues, and Real Estate Tax Increment the Developer is otherwise entitled to receive pursuant to Sections C(2), C(3), C(4), and C(5) hereunder in a given year shall be first used to make the payments due on the ECV Promissory Notes, ECVII Promissory Note, Loan #3, and Loan #4 before being reimbursed to the Developer. Such revenues shall be applied to said loans in the following order of priority:
 - i. First, to the ECV Promissory Notes, then
 - ii. Second, to the ECVII Promissory Note, then
 - iii. Third, to Loan #3, and then
 - iv. Lastly to Loan #4.
- b. The Developer shall make the payments on the ECV Promissory Notes, ECVII Promissory Note, Loan #3, and Loan #4 when due to the extent such payments are not paid in full from the incentive revenues as set forth in Section C(9)(a) above. Notwithstanding anything in this Agreement to the contrary, no payment shall be made by the Developer until the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined. In the event any portion of the annual payment of principal and interest is due on said notes after the application of the amounts calculated in *Sections C(2), C(3), and C(4)* for that year, the Developer shall pay the amount of any such shortfall on or before April 30th of the following year or as soon as the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined.

Section C of the Original Amendment shall be amended by adding the following subsection 10:

10. DEVELOPER'S RESPONSIBILITIES

- a. Developer shall provide a minimum of three (3) executed leases of commercial retail tenants for Option Projects, each consisting of a minimum of 5,000 square feet of retail space, as referenced in *Section C(7)(a)*, on or before December 31, 2023. If Developer fails to provide the executed leases referenced in this *Section*, then this Second Amendment shall be null and void and the agreement between the City and Developer shall revert to the Original Agreement as amended by the First Amendment.

- b. Developer shall apply to the City for all necessary building permits for Developer's work, not work to be performed by tenants, for the development of the three businesses for which the Developer provided the leases pursuant to *Section C(7)(a)* on or before June 30, 2024.
- c. Developer shall provide documentation evidencing that it has incurred and paid a minimum of twenty percent (20%) of the total project costs (excluding mobilization costs) set forth in the building permit application submitted by the Developer to the City for the development of the three businesses for which the Developer provided the leases pursuant to *Section C(7)(a)* on or March 31, 2025.
- d. Within ninety (90) days after the execution of this Second Amendment, Developer shall meet with representatives from the City in-person or via videoconference for the purpose of providing updates on the Project, and the City and Developer shall continue to meet in-person or via videoconference monthly thereafter for the purpose of providing updates on the Project until Bergners Project Completion.
- e. If Developer fails to meet the deadlines set forth in *Section C(10)(b)* or *Section C(10)(c)*, then (1) Developer shall increase its monthly updates meetings as set forth in *Section C(10)(d)* from once per month to twice per month, and (2) Developer shall pay a one-time penalty equal to one percent (1%) of the outstanding balance on Loan #3 and Loan #4 referenced in this *Section C*. This one-time, one percent (1%) penalty shall be paid in accordance with *Section C(9)* and shall have priority over the items listed in *Section C(9)(a)(i), (ii), (iii), and (iv)*.
- f. Developer shall provide proof, on an annual basis, of casualty insurance coverage on the Bergners Property of an amount not less than an additional \$2,500,000.00 naming the City as loss payee in the event of damage done to the Bergners Property.

F. AMENDED "T. TERM OF THE AGREEMENT"

Section E is hereby amended by replacing it, in its entirety, with the following:

Notwithstanding anything contained herein or to the contrary, this Agreement shall expire upon the last to occur of: (1) the current expiration of Pekin Court Street TIF District, tax year 2044 payable 2045, or (2) upon final payment of Loan #4, or (3) twenty (20) years after the Bergners Project Completion.

G. AMEND. PRIOR AGREEMENT TERMS APPLY

All terms and conditions of the Original Agreement, First Amendment, and any Exhibits thereto, shall apply to this Second Amendment and remain effective unless specifically modified by this Second Amendment to the Original Agreement.

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,
an Illinois Municipal Corporation

BY:

Mayor, City of Pekin

ATTEST:

City Clerk, City of Pekin

EAST COURT VILLAGE, LLC,
an Illinois Limited Liability Company

BY:

Manager

PRINTED NAME

AND

EAST COURT VILLAGE II, LLC
an Illinois Limited Liability Company

BY:

Manager

PRINTED NAME

AMENDED EXHIBIT 1

SUMMARY OF DEVELOPER'S ESTIMATED PROJECT COSTS

East Court Village Bergner's Site Redevelopment Project
Pekin Court Street TIF District in the City of Pekin, Tazewell County, Illinois

Bergners Property Description: The Bergners Property shall include both the property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-008) and the entirety of the building which formerly housed a Bergners retail store, all of which is shown on the highlighted site plan attached as Exhibit 10.

ECV Property Description: The ECV Property shall be defined as the property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-023) excluding the entirety of the building which formerly housed a Bergners retail store, all of which is shown on the highlighted site plan attached as Exhibit 10.

Project Description: The Developer's Project shall include: (1) rehabilitation of the Bergner's Property, including dividing the building into multiple units for the purpose of attracting commercial tenants thereto, (2) development of a Harbor Freight retail store located on the Property, and (3) development of up to ten (10) additional options projects ("Option Projects") located on the Property consisting of a New Business as defined herein. Option Projects shall be defined as up to ten (10) additional projects located on the Property consisting of a New Business as defined herein.

Developer's Estimated (TIF and BDD Eligible) Project Costs:

Costs of studies, surveys, development of plans and specifications, implementation and administration of plans, and personnel and professional service costs, including but not limited to planning, engineering, architectural, legal, financial, marketing, and other service expenses	\$1,300,000
Costs of rehabilitation, renovation, reconstruction, relocation, repair, or remodeling of any existing buildings, improvements, fixtures, and leasehold improvements, including but not limited to tenant allowances for such costs	\$11,000,000
Costs of marketing sites to prospective businesses, developers, and investors, including but not limited to leasing commissions.....	\$900,000
Financing and interest costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations, payment of any interest on any obligations, and reasonable reserves related to the issuance of those obligations	<u>\$400,000</u>
TOTAL ESTIMATED (PHASE 1) PROJECT COSTS	\$13,600,000
Future costs of Option Project development including all TIF and BDD eligible Project costs incurred in new construction or rehabilitation of Option Projects	\$26,400,000
TOTAL ESTIMATED PROJECT COSTS	\$40,000,000

***The reimbursement of BDD Sales Tax Revenues pursuant to Section C(2) and Real Estate Tax Increment pursuant to Section C(4) of the Agreement shall be limited to the total cumulative amount of \$40,000,000.**

EXHIBIT 6

AMORTIZATION SCHEDULE FOR NEW DEVELOPMENT LOAN #3

Amortization Schedule for New Development Loan #3

Loan Amount \$ **2,500,000.00**
Annual Int Rate 5%
Loan Period 17 Years
Loan Start Date¹ 12/1/2023
Compound Annually

	Payment Date ²	Beginning Balance	Pmt. Amount	Principal	Interest	Ending Balance
1	12/1/2024	\$2,500,000.00	\$0.00	\$0.00	\$125,000.00	\$2,625,000.00
2	12/1/2025	\$2,625,000.00	\$217,205.65	\$85,955.65	\$131,250.00	\$2,539,044.35
3	12/1/2026	\$2,539,044.35	\$217,205.65	\$90,253.43	\$126,952.22	\$2,448,790.91
4	12/1/2027	\$2,448,790.91	\$217,205.65	\$94,766.11	\$122,439.55	\$2,354,024.81
5	12/1/2028	\$2,354,024.81	\$217,205.65	\$99,504.41	\$117,701.24	\$2,254,520.39
6	12/1/2029	\$2,254,520.39	\$217,205.65	\$104,479.63	\$112,726.02	\$2,150,040.76
7	12/1/2030	\$2,150,040.76	\$217,205.65	\$109,703.61	\$107,502.04	\$2,040,337.15
8	12/1/2031	\$2,040,337.15	\$217,205.65	\$115,188.79	\$102,016.86	\$1,925,148.35
9	12/1/2032	\$1,925,148.35	\$217,205.65	\$120,948.23	\$96,257.42	\$1,804,200.12
10	12/1/2033	\$1,804,200.12	\$217,205.65	\$126,995.65	\$90,210.01	\$1,677,204.47
11	12/1/2034	\$1,677,204.47	\$217,205.65	\$133,345.43	\$83,860.22	\$1,543,859.04
12	12/1/2035	\$1,543,859.04	\$217,205.65	\$140,012.70	\$77,192.95	\$1,403,846.34
13	12/1/2036	\$1,403,846.34	\$217,205.65	\$147,013.34	\$70,192.32	\$1,256,833.01
14	12/1/2037	\$1,256,833.01	\$217,205.65	\$154,364.00	\$62,841.65	\$1,102,469.01
15	12/1/2038	\$1,102,469.01	\$217,205.65	\$162,082.20	\$55,123.45	\$940,386.80
16	12/1/2039	\$940,386.80	\$217,205.65	\$170,186.31	\$47,019.34	\$770,200.49
17	12/1/2040	\$770,200.49	\$808,710.51	\$770,200.49	\$38,510.02	\$0.00

1 Loan Start Date estimated based on current Developer schedule. Actual Loan Start Date to be determined per Section C(7)b.

2 Per terms of Development Agreement, Loan payments will be calculated and billed annually based on the first disbursement date. Annual Loan payments will become due and payable by Developer once all sales tax rebates for the applicable calendar year are calculated and available for disbursement.

EXHIBIT 7
CORPORATE GUARANTEE OF CULLINAN COMPANIES L.L.C. FOR
LOAN #3

LOAN CORPORATE GUARANTEE AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Pekin, Tazewell County, Illinois (hereinafter referred to as "Lender") and Cullinan Companies L.L.C., an Illinois limited liability company (hereinafter referred to as "Guarantor").

RECITALS

Pursuant to the Second Amendment to the Redevelopment Agreement between Lender and East Court Village, LLC (hereinafter referred to as "ECV") and East Court Village II, LLC (hereinafter referred to as ECV II) dated August ___, 2023, Lender loaned to ECV and ECV II Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) pursuant to a promissory note dated _____, 20____ (hereinafter referred to as "Loan #3").

Pursuant to the Second Amendment to the Redevelopment Agreement between Lender and ECV and ECV II dated August ___, 2023, Loan #3 is contingent upon Guarantor providing a corporate guarantee of the payment of Loan #3.

THEREFORE, it is agreed that:

1. The Guarantor unconditionally guarantees to the Lender the payment of Loan #3 and shall be jointly and severally liable for the payment thereof.
2. The Guarantor absolutely and unconditionally guarantees prompt payment on said Loan #3 and agrees to pay all costs, legal expenses, and attorneys' fees incurred or paid by the Lender in collection and enforcement of Loan #3.
3. This Guarantee shall be governed by the laws of the State of Illinois.

Executed at Pekin, Illinois, on the day and year above written.

City of Pekin:

Guarantor:

Mary Burress, Mayor, City of Pekin

_____, Manager

Attest:

Sue McMillan, Clerk, City of Pekin

EXHIBIT 8

AMORTIZATION SCHEDULE FOR NEW DEVELOPMENT LOAN #4

Amortization Schedule for New Development Loan #4

Loan Amount \$ **2,500,000.00**
 Annual Int Rate 5%
 Loan Period 17 Years
 Loan Start Date¹ 6/1/2024
 Compound Annually

	Payment Date²	Beginning Balance	Pmt. Amount	Principal	Interest	Ending Balance
1	6/1/2025	\$2,500,000.00	\$0.00	\$0.00	\$125,000.00	\$2,625,000.00
2	6/1/2026	\$2,625,000.00	\$217,205.65	\$85,955.65	\$131,250.00	\$2,539,044.35
3	6/1/2027	\$2,539,044.35	\$217,205.65	\$90,253.43	\$126,952.22	\$2,448,790.91
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5	6/1/2029	\$2,354,024.81	\$217,205.65	\$99,504.41	\$117,701.24	\$2,254,520.39
6	6/1/2030	\$2,254,520.39	\$217,205.65	\$104,479.63	\$112,726.02	\$2,150,040.76
7	6/1/2031	\$2,150,040.76	\$217,205.65	\$109,703.61	\$107,502.04	\$2,040,337.15
8	6/1/2032	\$2,040,337.15	\$217,205.65	\$115,188.79	\$102,016.86	\$1,925,148.35
9	6/1/2033	\$1,925,148.35	\$217,205.65	\$120,948.23	\$96,257.42	\$1,804,200.12
10	6/1/2034	\$1,804,200.12	\$217,205.65	\$126,995.65	\$90,210.01	\$1,677,204.47
11	6/1/2035	\$1,677,204.47	\$217,205.65	\$133,345.43	\$83,860.22	\$1,543,859.04
12	6/1/2036	\$1,543,859.04	\$217,205.65	\$140,012.70	\$77,192.95	\$1,403,846.34
13	6/1/2037	\$1,403,846.34	\$217,205.65	\$147,013.34	\$70,192.32	\$1,256,833.01
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16	6/1/2040	\$940,386.80	\$217,205.65	\$170,186.31	\$47,019.34	\$770,200.49
17	6/1/2041	\$770,200.49	\$808,710.51	\$770,200.49	\$38,510.02	\$0.00

1 Loan Start Date estimated based on current Developer schedule. Actual Loan Start Date to be determined per Section C(8)b.

2 Per terms of Development Agreement, Loan payments will be calculated and billed annually based on the first disbursement date. Annual Loan payments will become due and payable by Developer once all sales tax rebates for the applicable calendar year are calculated and available for disbursement.

EXHIBIT 9
CORPORATE GUARANTEE OF CULLINAN COMPANIES L.L.C. FOR
LOAN #4

LOAN CORPORATE GUARANTEE AGREEMENT

This AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Pekin, Tazewell County, Illinois (hereinafter referred to as "Lender") and Cullinan Companies L.L.C., an Illinois limited liability company (hereinafter referred to as "Guarantor").

RECITALS

Pursuant to the Second Amendment to the Redevelopment Agreement between Lender and East Court Village, LLC (hereinafter referred to as "ECV") and East Court Village II, LLC (hereinafter referred to as ECV II) dated August ___, 2023, Lender loaned to ECV and ECV II Two Million, Five Hundred Thousand Dollars and No Cents (\$2,500,000.00) pursuant to a promissory note dated _____, 20____ (hereinafter referred to as "Loan #4").

Pursuant to the Second Amendment to the Redevelopment Agreement between Lender and ECV and ECV II dated August ___, 2023, Loan #4 is contingent upon Guarantor providing a corporate guarantee of the payment of Loan #4.

THEREFORE, it is agreed that:

1. The Guarantor unconditionally guarantees to the Lender the payment of Loan #4 and shall be jointly and severally liable for the payment thereof.
2. The Guarantor absolutely and unconditionally guarantees prompt payment on said Loan #4 and agrees to pay all costs, legal expenses, and attorneys' fees incurred or paid by the Lender in collection and enforcement of Loan #4.
3. This Guarantee shall be governed by the laws of the State of Illinois.

Executed at Pekin, Illinois, on the day and year above written.

City of Pekin:

Guarantor:

Mary Burress, Mayor, City of Pekin

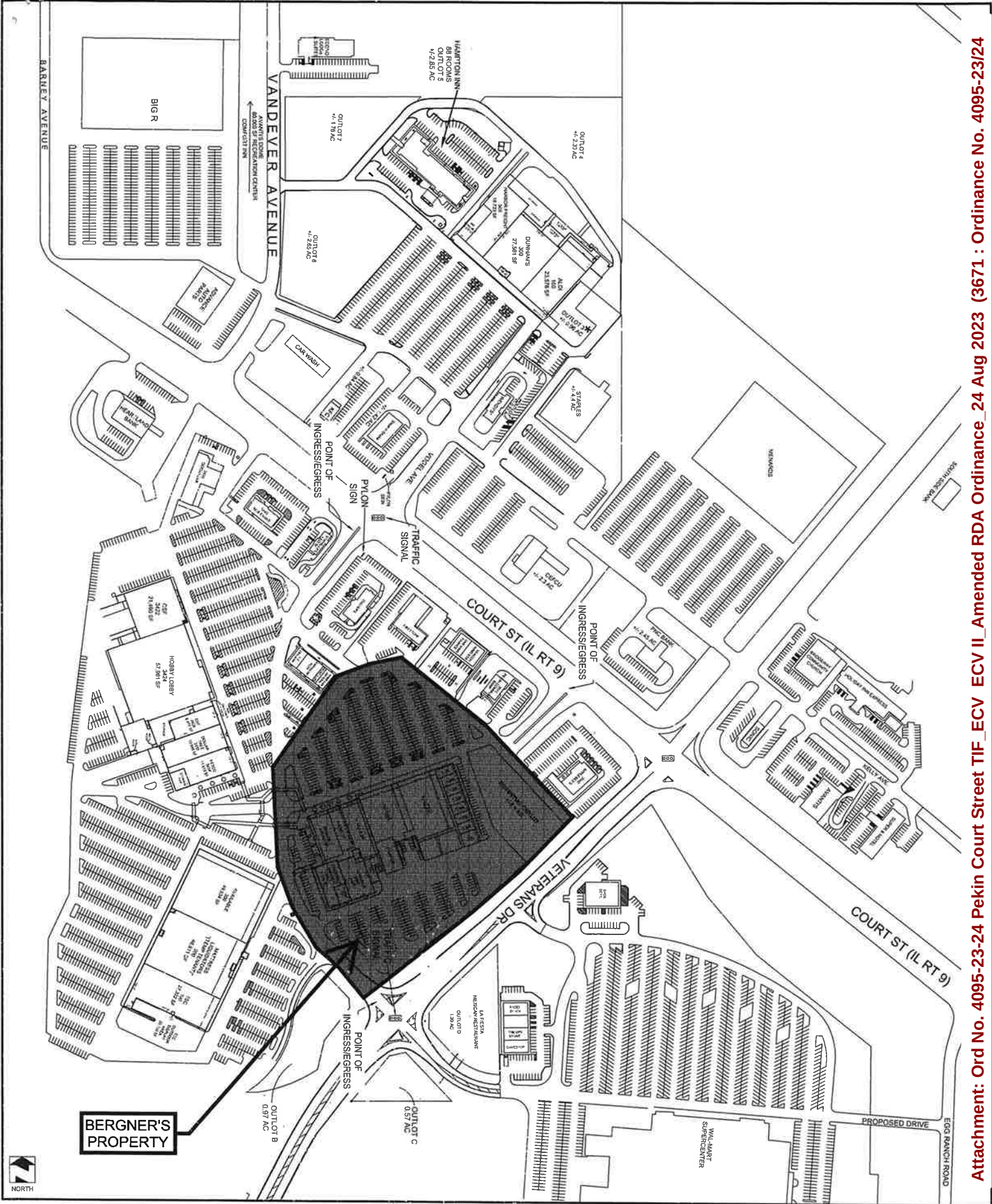
_____, Manager

Attest:

Sue McMillan, Clerk, City of Pekin

EXHIBIT 10

HIGHLIGHTED SITE PLAN DEFINING BERGNERS PROPERTY





CULLINAN REDEVELOPMENT FAQ SHEET

1. What is the goal of this agreement?

The goal is to bring new retail businesses into Pekin and redevelop the old Bergner's building into multiple retail stores. Also plan for future development in a prime location to further grow Pekin.

2. How does this agreement benefit Pekin residents?

The redevelopment will provide multiple shopping options for residents who would otherwise have to travel to East Peoria or Peoria. This proposal will also provide job opportunities for our community as well as expand economic growth.

3. Is the City giving money to Cullinan Properties to redevelop the old Bergner's building?

Yes, the City is giving a \$5 million loan to Cullinan for construction costs at 5% interest. The loan will be funded in two \$2.5 million tranches. Cullinan will have to pay back all of the money that the City loans.

4. How will the City prevent Cullinan from taking this funding and not using it for the intended purpose?

*There are several claw-back clauses in the agreement. The agreement states that if Cullinan does not produce executed leases from three national anchor tenants by December 31, 2023, this agreement **shall be null and void**. The City will not provide any loan amount until these three leases are executed. Additionally, the loaned amounts will be put into an escrow account, and money will only be dispersed to Cullinan when they provide proof of paid invoices to the City showing that work has been completed.*

5. How will the City fund this \$5 million loan?

The City plans to use BDD (business development district) to fund this loan. There is over \$10 million budgeted in the General Public Improvements line of the BDD fund, some of which was planned to be used for the Court Street project. With the delays in the road project, there is sufficient funding for this fiscal year to loan the first \$2.5 million tranche. The second \$2.5 million



CULLINAN REDEVELOPMENT FAQ SHEET

tranche will be budgeted in the FY25 budget. Staff projects that this funding will also come from BDD.

6. What types of incentives is the City providing Cullinan in addition to the loan?

The City is providing tax rebates. Cullinan plans to utilize these tax rebates to help pay back the loan to the City.

7. How much money in tax revenues does the City expect to make annually from this development after providing the tax rebates?

The City expects approximately \$90,000 per year in revenues from sales tax from the retail stores in the old Bergner's building alone.

8. What other benefits will the City receive because of this agreement?

A development with retail options makes the area more attractive to other retailers and restaurants, and the City expects to see more growth in this area. Also, existing restaurants and retailers will see additional sales because of the increased traffic (spillage). The City is already receiving additional development inquiries because of the buzz around this project.

The City will receive one acre of land near the back of the mall area to provide stormwater detention opportunities.

9. How will the City handle the additional traffic?

Truck traffic for deliveries will need to be made off of Veterans. The increased light duty vehicle traffic will have a negligible effect on the roads.

10. When will these stores open if this agreement is approved?

Cullinan Properties is projecting that some of the stores will be open by summer of 2026.

11. Does this transfer with the property if Cullinan sells?

No, this agreement is with Cullinan Properties only and would not transfer to a new buyer.



CULLINAN REDEVELOPMENT FAQ SHEET

12. Will this project move forward without the City signing this agreement?

No, Cullinan has stated that they will not do any significant work to the Bergner's building without this agreement in place.

13. Does the TIF portion of the Cullinan deal short the Police and Fire Pensions?

Upon staff research and our understanding, we do not fund the police and fire pensions with real estate tax money. The last time we levied for the pensions was 4 levies ago at the end of 2019 when we levied \$1,882,357 for police pensions and \$3,339,650 for fire pensions (totaling \$5,222,007). Since that time in 2020, 2021, and 2022 we passed a Pekin Corp levies of \$4,699,809 \$4,699,812, \$4,699,812 respectively. By convention we transfer the monies we collect by the last three levies to the pension funds in addition to other monies collected from other sources. Note that the historic increasing cost of pensions have not been attempted to be addressed recently through increasing real estate tax levies. As you can see our levy dedicated formally (2019) or informally (2020-22) to pensions have dropped or held flat by the Council. Also note during these years the City has collected all of the money it has requested through levies. If the TIF was diverting money away from our levy then we wouldn't have been able to collect 100% of our ask.

As an example, as to if a Cullinan property will pay non TIF money (which we ultimately transfer to the pensions) the tax bill for Bergner's as is attached pays approximately \$6,000 to Pekin Corp (Non-TIF)

We collect over \$300,000(?) in sales tax money from the ECV and ECVII locations with the cap of \$70,000 in rebates to Cullinan. The new Cullinan agreement leaves those existing formulas in place.



CULLINAN REDEVELOPMENT FAQ SHEET

The Bergner's property currently generates zero sales tax. If projections prove out and the estimated number of \$16million is achieved the City should net an additional \$88,000 in sales tax after rebates to Cullinan. This same ratio of gain would occur as they fill up to 10 option projects in currently empty spaces. It is important to understand that staff insisted through negotiations a deal where every dollar of sales tax, some part is coming to the City, not just to kick in if certain sales goals are made. This starts on dollar one.

Our pension payment obligations are growing and our levy has (by the City's choice) not, therefore an increase to net sales tax revenue is vital to fulfill those required payments.

EAST COURT REDEVELOPMENT – CITY COUNCIL QUESTIONS 7.10.2023
CULLINAN (DEVELOPER) RESPONSES 8.10.2023

Councilwoman Cloyd:

1. Is legal name Diane Oberhelman? **Diane A. Oberhelman**
2. When does this current contract expire? **Timing obligations of Redevelopment Agreement, as amended by First Amendment, have been met at this time.**
3. Last agreement arrangement was in 2020 when you came to the Council? **The Redevelopment Agreement was executed on December 14, 2020 and the First Amendment was executed on September 27, 2021.**
4. What has Cullinan Properties done since 2001 in Pekin (East Court Village specifically)? **Since acquiring Pekin Mall in 2001, Cullinan has-**
 - a. **Completed de-mall in 2002**
 - b. **Purchased adjacent retail center (currently Aldi, Dunham's, Harbor Freight) in 2004**
 - c. **Completed 262,000 SF of leasing activity including several national anchor tenants including Aldi, Hobby Lobby (long-term renewal), Tractor Supply, Dunham's, Dollar Tree, Petco, and OSF.**
 - d. **Developed or sold outlots for Starbucks, Firestone, Hampton Inn (sale), La Fiesta (sale)**
 - e. **Invested approximately \$23,000,000 since acquisition**
 - f. **In 2022, City retained over \$800,000 of sales tax revenues from current tenants**
5. What incentives does Developer intend to give tenants? **Developer will incur approximately 25% of costs for interior demolition and reconfiguration of the former Bergner's as well site improvements surrounding the building. Over 75% of Developer's anticipated cost is directly related to national tenant required storefronts, mechanical systems, loading docks, interior fit outs, and associated soft costs.**
6. Can Developer share copy of LOI's? **Developer is discussing LOI confidentiality with national tenants and brokers. At this time, Developer is in active lease negotiations with three tenants and has executed LOIs with two additional tenants, all over 5,000 SF.**
7. What is the default language in the current agreement? **If Developer defaults and is unable to cure per terms of the Redevelopment Agreement, any incentives cease, and the loan is to be paid back upon demand from the City.**
8. Is Developer seeking \$9 million in addition to the \$2 million? **Cullinan is seeking \$5 million in addition to the \$2 million based on discussions with City staff. Loan funds will be released in two tranches based on required milestones.**
9. Is Developer aware that City can't quantify bonding capability (because audits are not up to date)? **Yes. The updated request reflects City funding that can be provided without a bond issuance.**
10. Has Developer spoken to any banks? **Cullinan has had initial conversations with local banks, including MCB, and will assess all financing options available for the redevelopment.**

11. What would be different with this agreement that City/Developer didn't have in the 20 years before? The original agreement from Cullinan's 2001 acquisition was for the demolition of interior mall and rehabilitation into the open-air East Court Village as it sits today, which was completed by Cullinan. The current agreement is immediately focused on the redevelopment of the Bergner's building, which has been vacant since 2018 and the subject of the 2020 Development Agreement.
12. Reflect more accountability through a checklist of things Developer will do when they report to City in current contract. Through the course of Bergner's redevelopment, Developer will hold monthly meetings with City staff to review progress of construction, discuss any questions on pending draw requests, and give leasing updates. Additionally, loan funds will be held by a title company and construction draws reviewed before loan funds are used.
13. Reflect measurable points in the default portion that proves out City due diligence. Specific and measurable Developer Responsibilities have been added to include regular reporting to City staff and three specific development milestones, including, (1) three anchor leases signed by 12/31/2023, (2) building permits for Developer work received by 6/30/2024, and (3) 20% construction progress for Developer work completed by 3/31/2025. IF three leases over 5,000 SF are not signed by 12/31/23, the Second Amendment is null and void.
14. Reflect specific smart goals in default part of contract that shows effort by Developer. As noted in #13, if Developer fails to deliver three anchor tenant leases in 2023, the Second Amendment will be null and void. Additionally, if Developer misses other required milestones, a 1% penalty of the loan amount will be paid and update meetings with City staff will be increased to bi-weekly.

Mayor Burress:

1. Request to work with the City manager and staff to answer questions in a detailed package. Complete
2. Request to send councilmember questions to City Manager. Complete

Councilman Hilst:

1. Does current agreement still include the same perks as far as the reimbursement of the taxes through 2044/incentives in play until 2044 until all paid off? The incentives will be available for 20 years, consistent with the original agreement. The updated request reflects the City retaining 20% of the Home Rule and Municipal taxes over this time period.
2. Will extra sales tax revenues as a result of project be coming from other businesses opposite the ones Developer bringing in? Yes. Cullinan forecasts 2 million annual visits to the new national anchor tenants based on their chain averages. Cross shopping to existing tenants at East Court Village, existing surrounding businesses, and potential new development growth will all drive sales tax revenues directly to the City of Pekin.

Kyle A. Moore

217-316-5440

2829 Hampshire, Quincy, IL 62301

kyleamoore2009@gmail.com

To whom it may concern:

I am writing today in a personal capacity as a former alderman, mayor and as someone currently employed in economic development. I represented Quincy's 3rd Ward from 2009 – 2013, the ward included the Quincy Town Center and other retail properties owned by Cullinan Properties. I served as Quincy's Mayor from 2013- 2021. During my twelve years of service with the City of Quincy, I had the pleasure of working with Diane Oberhelman and her staff on many occasions.

Quincy, Illinois is the largest community within an hour and a half drive, and the city government heavily relies on sales tax proceeds to fund day-to-day operations. Since 2009, we experienced many decision points to keep our retail economy strong. To do that, we needed a partner who understood the retail landscape and who could articulate what retail strategies worked in other communities. That partner was Diane and the team at Cullinan Properties.

While I was an alderman, vacancy rates began to climb along our retail corridor. We were able to work with Cullinan to determine that the vacancy rates were caused by the aging condition of our mall, which was over 50 years old. We re-tooled a previous incentive package, which allowed for monies to be invested into the property at a faster rate, which directly led to a refurbished and rehabbed mall. In turn, vacancy rates were reduced, and we saw an increase in the sales tax generated from the property.

In 2018, five anchor retail stores closed in Quincy due to corporate bankruptcies. This was a devastating blow, which the community recognized while forming the city's new strategic plan. That plan identified "Plan for the Future of Retail," as a core initiative and recommended strategies to fill our vacant anchor spaces, rehab older retail centers and attract national brands. A few years later, the community launched a "45x30" program to grow Quincy's population and identified that a vibrant retail economy was key to retain and attract talent.

Both of those initiatives were responsible for specific and measurable retail programs. The City of Quincy now has a vacant anchor grant program, a specialty retail program, a retail redevelopment program and a business development district. Those programs were the direct result of working with Cullinan Properties who helped identify programs offered throughout the United States and gave feedback from national retailers on what would and would not attract them to a community.

Thanks to those programs, on August 13th we will welcome Target to our community. Target rehabbed an old K-Mart property, turning a 105,000 square foot vacant building into an economic engine. We have the Prairie Trails Shopping Center next to our Interstate, which is now almost completely filled and adding additional buildings. The Quincy Town Center is thriving and will soon be home to a new private small format hospital and medical center.

Over the last 14 years, I have witnessed the shifting and changing retail economy. Recognizing a new approach to retail development was needed, and Diane and her team were with us every step of the way. Those efforts led to new national retailers coming to our community and I have no doubt Quincy will remain a retail hub for generations to come.

Best Regards,



Kyle A. Moore
Alderman, City of Quincy (2009-2013)
Mayor, City of Quincy (2013-2021)
President – GREDF (2021- Present)



August 18, 2023

Mayor Mary Burress
City of Pekin
111 S. Capitol Street
Pekin, Illinois 61554

Dear Mayor Burress:

I write to share my support of the proposed redevelopment agreement with Cullinan Properties that will facilitate significant and critical investment into Pekin. I feel that the project can be transformative for Pekin, help reverse a recent history of disinvestment and increase sales tax revenue to your city.

Greater Peoria Economic Development Council rarely gets involved in retail or residential development, and I do not offer my support as an expert in these areas. While our focus is largely on interregional, interstate and international businesses, we also recognize that a vibrant economy is also a very local focus. Companies of all sizes and markets are looking to invest in communities that are investing in themselves. It is difficult to measure, but as we market the region to external audiences we want to be able to share the story of growth. This project will help us with that message.

Our Big Table Comprehensive Economic Development Strategy (CEDS), which was adopted in 2021 and charts a course for greater economic growth through 2025, understands the importance of projects like this. Under its "Quality of Life" section, the Big Table CEDS discusses the importance of investing in our town centers and boosting the perception of our communities among our own citizens. Bold but secure investments like the Cullinan project signal to the outside world that Pekin is worthy of investment, but also help to bolster the morale of your own citizens.

Another critical factor is the partnership with Cullinan Properties. While we certainly want to encourage outside investment, it is particularly special when our own Greater Peoria companies choose to put their money right here. Cullinan Properties is a first class developer who has been successful across the nation. They have choices for where to work, and their choosing Pekin is something in which you should take pride.

I recognize that these sorts of public-private partnerships can be complicated and controversial. Sometimes, though, we must do the hard things so that better, and easier, things come later. I wish the best of luck as you and your Council work together to revitalize Pekin. We stand ready to help you reach your goals.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Setti'.

Christopher Setti
Chief Executive Officer

East Court Vllh
Promissory Notes

Promissory Note History

	2001 Development Agreement	2004 Development Agreement	2013 Promissory Note	Total City Loans 2001-2013	Balance as of 2020 Development Agt.	Current Balance as of July 31, 2023
ECV	2,636,200		2,000,000	4,636,200	1,983,262	1,818,380
ECV 2	-	500,000		500,000	275,198	252,319
Total	2,636,200	500,000	2,000,000	5,136,200	2,258,459	2,070,699
					Total Paydown	3,065,501

Pekin De-Wall Scope (2002-03)

- Demolition of 160K SF of inline Mall building areas
- Restoration of site areas, parking fields, landscaping, etc.
- Relocation of utilities and site infrastructure
- Construction of Walmart access road from Veterans drive
- Dedication of Right of Way for Veterans Drive project at no cost to City

A RESOURCE GUIDE TO TAX INCREMENT FINANCING (TIF)

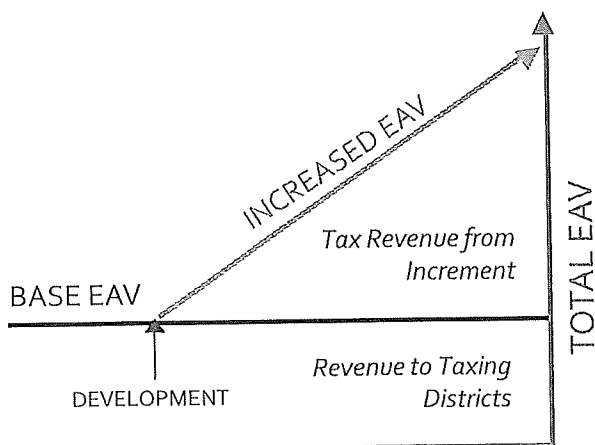
What Is TIF? Tax Increment Financing (TIF) is a program that allocates future increases in property taxes from a designated area, or TIF district, to pay for improvements within that area. In Illinois, the TIF district can remain in place for up to 23 years after its creation. The district can be extended for another 12 years, but an extension requires an act of the state legislature. Other states' laws regarding TIF vary, but the key principles are similar across the country.

How it Works

Normally, property is taxed by several different governmental jurisdictions: the municipality (City or Village), School District, County, Park District, Water Reclamation District, etc. The taxes levied are allocated to each district in accordance with its tax rate. (In this document, we refer to the municipality as the City, but it also applies to Villages).

Under TIF, the property taxes resulting from increased value due to new development, rehabilitation or improvement, property appreciation, equalization, or rate changes are all allocated to the City. Other jurisdictions continue to receive the property taxes generated by the base value of properties in the district.

All properties in the district are assessed in the same manner as all other properties and taxed at the same rate. TIF is not an increase in taxes. It is only a re-allocation of how they are used. Increases in property taxes experienced by property owners are due to reassessment and rate increases, not TIF.



Rationale

The rationale for TIF is that only the City has the responsibility and authority to support redevelopment and, more broadly, economic development. All taxing bodies benefit in the long run from the City's activities. It is, therefore, appropriate to utilize "their taxes" to help pay for costs necessary to bring about redevelopment from which the entire City will benefit. Since only the City can incur those costs, it is fair to re-allocate those tax dollars for the use of the City for a redevelopment project.

TIF District Designation

Eligibility

Illinois law provides for three different potential types of eligibility analyses that could result in an area being deemed eligible for designation as a TIF district:

1. Improved land
2. Vacant Land
3. Industrial Park Conservation Area & Jobs Recovery Act Eligibilities

1. Improved Land

If an area is improved, it can qualify for TIF eligibility in one of two ways:

Conservation Area. In this finding, over 50% of buildings within the area must be 35 years old or older, AND three (3) or more eligibility factors from the list below must be found to be present to a meaningful extent and reasonably distributed through the area:

- Dilapidation
- Obsolescence
- Deterioration
- Presence of structures below minimum code standards
- Illegal use of structures

Project Feasibility Review – Before getting too far into detailed financial and legal work, some level of market and/or other higher-level feasibility testing may be warranted. Assuming the project passes this initial test, further research and analyses may be desired.

Public Benefit – This analysis is crucial because an inability to get private financing does not necessarily mean a project warrants TIF funding. The core question here is: “What is the benefit that the City is receiving that warrants an extraordinary intervention?” Public benefits can include bringing a contaminated site back into productive use, employment growth, and tax base growth, among others.

Eligible/Extraordinary Costs – State law only allows for certain types of costs to be paid for with TIF funds. A close inspection of the project budget is required to ensure that the City is reimbursing for legally allowed costs.

Gap Analysis – Assuming a project is providing sufficient public benefits to potentially warrant TIF funding, a detailed review of the project’s financials is recommended. Examinations of projected revenues, costs, absorption pace, financing plan and other key elements of the project are necessary to determine whether the project needs TIF money to achieve a market-level return for the developer. By subjecting the project’s financial projections to close scrutiny, the City also demonstrates to taxpayers and other taxing bodies that they are careful stewards of these funds and seek to use TIF only when the project legitimately requires assistance.

TIF Revenue Projections – In addition to validating the need for assistance, a City should also assess whether there will be sufficient revenues to provide the required assistance. Revenue projections based on market-validated comparable assessments and absorption levels provide a sense of the scale of potential assistance.

Balancing Risk and Structuring Deals – Once the level of assistance has been negotiated based on the work conducted above, the form, timing and terms of that assistance must be negotiated. For example, in this process, cities often introduce “go dark” provisions; if a project stops operating within a certain period of time, the TIF payments can be stopped and prior payments can be recaptured.

Bond Feasibility Study

If, in the course of reviewing the project’s pro forma, it is determined that TIF bonds are required by the developer and/or desirable for the City, additional research regarding revenue projections will be required. Refined TIF revenue projections along with substantial supporting documentation must be prepared to make the bonds saleable both legally and from a market perspective.

Compliance and Reporting Considerations

TIF payments must be made as reimbursements for costs already incurred. Documentation of costs incurred and paid must be submitted and approved before releasing TIF funds. In addition, state law requires cities to prepare regular reports on TIF districts to help ensure that adequate public scrutiny is given to these funds.

Project Compliance

It is common practice for a City to review the documentation regarding TIF-eligible costs prior to making a payment.

Documentation of project costs often includes:

1. Lien waivers for lienable costs such as hard construction costs
2. Copies of invoices and canceled checks for non-lienable costs (soft costs)
3. Transfer tax documents for land purchases
4. Interest cost statements from lenders

Some cities require a total investment amount as a part of their agreement(s) with developers. That figure can often be verified by reviewing an Owner’s Sworn Statement in concert with other documents.

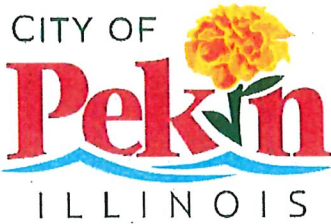
A close review of these documents ensures that a City is only reimbursing for costs that were incurred at the right time, in the right location, and used for legally allowable purposes. Again, close scrutiny of these issues can help show the care with which a City is utilizing TIF funds.

State Reporting Compliance

In addition to reviewing project costs to be sure that TIF funds are being spent legally, Illinois state law requires that cities generate reports to explain the activities occurring within a TIF district to other taxing bodies and the public. There are two major types of reports that must be generated:

1. Annual Reports – These reports are generated within a template provided by the State Office of the Comptroller. They provide a summary-level reporting of revenues and expenses for the most recent year and cumulatively since the creation of the TIF district. These reports must be completed prior to the annual Joint Review Board Meeting, also required by state law.

2. 10-Year Status Reports – Illinois law also requires cities to provide a status report after a TIF district has been in place for 10 years. State law provides general guidance in terms of report content. However, these reports are much more narrative in nature and can vary from one TIF district to another. For an example of a 10-Year Status Report completed for the City of Chicago, please visit: <http://bit.ly/K7309A>.



REQUEST FOR COUNCIL ACTION

Agenda Date: December 14, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 2939-20/21 TIF & BDD Redevelopment Agreement East Court Village, LLC & ECV II, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION:

The City has been working with Cullinan Properties ("Developer") this past year to fill the former Bergners property at East Court Shopping Center and bring new retailers to the City of Pekin. Cullinan is prepared to invest over \$14,100,000 to revitalize and rehabilitate the former Bergners property and East Court Shopping Center. Attracting retailers to any market today has become very competitive and challenging given the limited supply of retailers expanding right now and the large amount of retail space available on the market. Due to that excess supply of retail space across the country, retailers are commanding very aggressive deals.

Cullinan Properties, for example, is working in several markets across the Midwest where municipalities are offering development incentives in order to get retailers to commit to developments that will generate sales tax, spinoff projects, and help retain existing retailers. These various municipalities have provided loans, BDD incentives, TIF financing, Enterprise Zones, waived or reduced permit fees, and other incentives in order to offset costs to attract retailers and fill vacant spaces.

To that end, the City and Cullinan Properties have been working to craft a redevelopment agreement (attached) that outlines an incentive package that can give Cullinan Properties the tools to invest \$14+ million to revitalize the Bergner's property; market the East Court Shopping Center for years to come; and turn the site into an economic engine for commerce and retail trade. Having strong national retailers present at the East Court Shopping Center will be complementary to work the City has been doing to support businesses in the downtown area and the industrial park.

Without such incentives, Cullinan Properties would not be able to attract retailers to East Court Shopping Center, as retailers have so many other options right now. These incentives are required in order to give Pekin a competitive and fighting chance to attract retailers to the community.

BACKGROUND

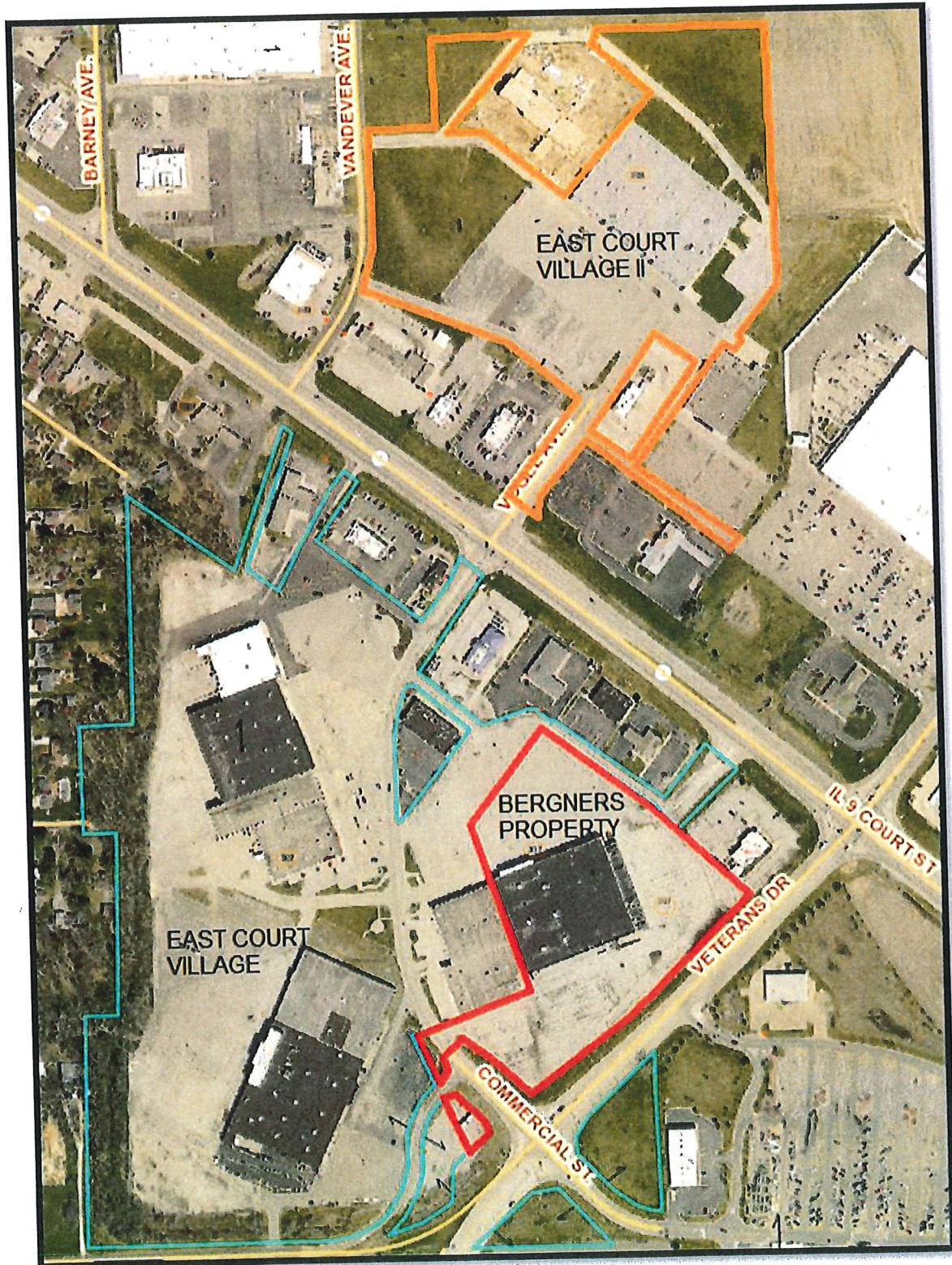
Cullinan Properties owns several parcels through subsidiary limited liability companies on both sides of Court Street at the East Court Shopping Centers that include:

- | | | |
|------------------------------|------------------------------|------------------------|
| • East Court Village, LLC | "ECV" or "ECV Property" | PIN # 11-11-07-307-023 |
| • East Court Village, LLC | "Bergners Property" | PIN # 11-11-07-307-008 |
| • East Court Village II, LLC | "ECVII" or "ECVII" Property" | PIN # 11-11-07-308-012 |

See attached map on next page.

PROJECT MAP

Bergners Property – Red border
East Court Village – Blue border
East Court Village II – Orange border



The City and ECV previously entered into a Development Agreement dated August 20, 2001 regarding the development of the ECV Property and the Bergners Property. That Development Agreement was subsequently amended on July 13, 2009 and July 1, 2012.

The City and ECVII also previously entered into a Development Agreement dated on or about December 13, 2004 regarding the development of the ECVII Property. The Development Agreement was subsequently amended on July 13, 2009 and July 1, 2012.

ECV and ECVII issued related promissory notes payable to the City that included:

- | | |
|---|------------------|
| (1) ECV Promissory Note dated August 31, 2001, totaling | \$2,636,200; |
| (2) ECVII Promissory Note dated December 13, 2004, totaling | \$ 500,000; |
| (3) ECV Promissory Note dated May 1, 2013, totaling | \$1,200,000; and |
| (4) ECV Promissory Note dated June 10, 2013, totaling | \$ 800,000. |

The ECV promissory notes are secured by a mortgage issued in favor of the City and recorded against the ECV Property. The original mortgage was subsequently modified by modifications each time the redevelopment agreements were amended.

At present, ECV and the City agree that the total cumulative principal balance and interest owed by ECV to the City pursuant to the ECV Promissory Notes is currently Two Million Two Hundred Eleven Thousand One Hundred Twelve Dollars and Ninety-Six Cents (\$2,211,112.96). ECVII and the City additionally agree that the total cumulative principal balance and interest owed by ECVII to the City pursuant to the ECVII Promissory Note is currently Two Hundred Seventy-Five Thousand One Hundred Ninety-Seven Dollars and Sixty-Seven Cents (\$275,197.67).

Additionally of note is that the existing development agreements allow for the Developer to be rebated funds for performing above certain sales levels. Before the Bergners store closed, the Developer was achieving a high enough rebate to effectively reduce their interest cost on the loan. After the Bergners store closing, this rebate reduced significantly.

LOAN INCENTIVES & CONDITIONS

The incentive package negotiated between the parties envisions the following loan incentives and conditions:

- **Developer Payment:** Developer will make an ECV loan payment to the City in the amount of \$325,000 on or before March 31, 2021.
- **Loan consolidation and refinancing:** all ECV promissory notes will be consolidated and amortized over a period of 20 years and accrue an interest rate of 2% each year.
- **Loan refinancing:** The ECVII loan will be consolidated and amortized over a period of 20 years and accrue an interest rate of 2% each year.
- **Mortgage security:** The previously issued mortgage as security for the ECV promissory Notes, in favor of the City, will remain in full force and effect.
- **Personal Guarantee:** The ECV and ECVII promissory notes are supported by a personal unconditional guarantee of payment from Diane A. Oberhelman.
- **City paid first:** Any amounts owed to the Developer through sales tax incentives (listed below) in any given year shall be first used to make the payments due on the ECV Promissory Notes and ECVII Promissory Notes for that year before being reimbursed to the Developer.

SALES TAX INCENTIVES & CONDITIONS

The incentive package negotiated between the parties envisions the following sales tax incentives and conditions:

- Business Development District sales taxes generated at 1.00% of sales:
 - The City shall reimburse the Developer 100% of the BDD Sales Tax Revenues generated by any business located on the Bergners Property for a period of 20 years.
 - The City shall reimburse the Developer 100% of the BDD Sales Tax Revenues generated by one new business located on either ECV or ECVII properties for a period of 20 years or when the tenant lease ends.
 - Since incentives are only provided by retailers, the onus is therefore on the Developer to renovate and make its properties active with such retail.
- Municipal Sales Tax Revenues generated at 1.00% of sales:
 - The City shall reimburse the Developer 100% of the Municipal Sales Tax Revenues generated by any businesses located on the Bergners Property for a period of 20 years.
 - The City shall reimburse the Developer 50% of the Municipal Sales Tax Revenues generated by any businesses located on the ECV Property and ECVII Property for a period of 20 years. This incentive is capped at a maximum reimbursement of \$70,000 per year and approximates the performance incentive currently allowed for in development agreements with Developer.
 - As a condition, the Developer is required to reinvest any Municipal Sales Tax revenues derived from ECV and ECVII back into those properties.
- Municipal Home Rule Tax Revenues generated at 1.75% of sales:
 - The City shall reimburse the Developer 100% of the Municipal Home Rule Tax Revenues generated by any businesses located on the Bergners Property for a period of 20 years.
 - As a performance driven metric, this incentive only commences once the Bergners Property has at least 27,000 square feet (of its estimated 47,000 square feet of leasable space) actively leased and occupied.

TAX INCREMENT FINANCING INCENTIVE & CONDITIONS

The incentive package negotiated between the parties envisions the following tax increment financing incentives and conditions:

- The City shall reimburse the Developer 70% of the net real estate tax increment generated by the ECV Property, ECVII Property, and Bergner's Property for a period of 23 years, the life of the TIF District.
- This incentive is performance based as it is only provided if new rehabilitation or remodeling occurs that increases the property tax value.
- TIF incentives do not apply to any new buildings that are constructed outside the Developer's existing footprint.

SUMMARY OF INCENTIVES

Incentives	Rate in Effect or Proposed	% Incentive Proposed	Term (years)	Bergners Property	ECV (southwest side of Court St.)	ECVII (southeast side of Court St.)	Notes
Business Development District Sales Tax	1.00%	100%	20	Applicable	Limited Applicability	Limited Applicability	Performance incentive; Limited applicability refers to the one-time redevelopment of one space in either ECV or ECVII
Municipal Sales Tax	1.00%	100%	20	Applicable	N/A	N/A	Performance incentive
Home Rule Sales Tax	1.75%	100%	20	Applicable	N/A	N/A	Performance incentive
TIF Incentive	n/a	70%	23	Applicable	Applicable	Applicable	Only on improvements made within existing footprint
Municipal Sales Tax	1.00%	50%	20	N/A	Applicable	Applicable	Incentive capped at \$70,000 annually and approximates previous rebate incentive

PERFORMANCE

The dollar amount of incentives cannot be fully ascertained in the deal structure described above, as the incentives largely depend on variables such as what retailers are recruited and how much in sales they produce year after year. This deal structure shifts much of the responsibility and risk onto the Developer to successfully renovate its properties and attract such retailers. The Developer has stated an interest to engage and recruit national retailers to their properties, even ones that are new to the Peoria metro area. This process will take much of 2021 to undertake and new tenants may not fully be operational until this time next year.

However in using a gross sales figure, we can estimate the amount of annual incentives per million of sales, as follows:

INCENTIVE ESTIMATE		Bergners	ECV	ECVII
Gross Sales		\$1,000,000	\$1,000,000	\$1,000,000

Sales Taxes	Rate	Reimbursement Incentive		
BDD Tax	1.00%	\$10,000	\$-	\$10,000*
Municipal Sales Tax	1.00%	\$10,000	\$5,000^	\$5,000^
Home Rule Sales Tax	1.75%	\$17,500	\$-	\$-
		\$37,500	\$5,000	\$15,000

* Limited to one-time redevelopment of retail space occupied by Golds Gym

^ Half of rate and capped in total across ECV and ECVII to \$70,000 annually

Gross sales of \$1,000,000 by tenants in the Bergners Property will therefore net the Developer the most reimbursement of \$37,500 in BDD, Municipal and Home Rule sales taxes.

OTHER CONDITIONS

The proposed redevelopment agreement also envisions the following provisions:

- The Developer has 24 months to complete renovation of the former Bergners building, subject to extension due to Force Majeure.

- The Developer shall donate to the City 1 acre of land on or adjacent to the ECV Property, the ECVII Property, or the Bergners Property for the purpose of providing storm water retention. The City shall be responsible for the cost to subdivide the space and any additional costs related to the donated land.
- Cullinan is prepared to invest over \$14,100,000 to revitalize and rehabilitate the former Berners property and East Court Shopping Center. Any incentives in aggregate over the life of the agreement, up to 23 years, cannot exceed this amount.

10 ADVANTAGES TO THE CITY

The proposed redevelopment agreement will have the following advantages for the City:

1. Supports balanced growth and development: Supporting renewed growth in the East Court Shopping Center will balance development that has happened or is happening in both the downtown and Riverway Industrial park.
2. Greater retail options: Supporting revitalization of the Bergners property will bring new shopping and retail options for the community and its residents.
3. Spin off development: Redevelopment of the Bergners property and the East Court Shopping Center can serve as a catalyst for new spin off new developments on vacant lots in this commercial area, as has happened in other cities where the Developer has projects.
4. City is not out any additional funding: With the adoption of a new business development district and tax increment financing district, the City would be providing incentives that it currently does not receive. The municipal and home rule sales taxes on the Bergners building are currently nonexistent as well because the building sits vacant. Lastly, the proposed municipal and sales taxes on the ECV Property and ECVII Property are capped at a level historically provided to Developer.

In looking at the incentive matrix, you will note that Home Rule Sales Taxes are only applicable as an incentive for the Bergners Property. Such taxes will still go to the City for ECV and ECVII. Additionally, Home Rule Sales Taxes exclude any Home Rule food, beverage, and liquor sales taxes adopted by the City. Therefore any restaurant sales still stay with the City.

5. Based in Performance: The redevelopment agreement relies heavily on the Developer to successfully attract and recruit retail to the community. Risk is therefore shifted to that Developer to perform.
6. New TIF revenues: Over the life of a new TIF District on the Developer's properties, the City will receive 30% of all net TIF increment from renovations made within the existing building footprint. Should a new building be built, outside the existing building footprint, the city could receive up to 100% of TIF increment on any new structures, less any incentives negotiated and provided.
7. New sales tax revenues: The life of a Business Development District is 23 years. The redevelopment agreement has BDD, municipal sales tax and home rule sales tax incentives only lasting for 20 years. Therefore, in years 21-23 of the agreement, such sales taxes will 100% go to the City.
8. Land donation: The City receives 1 acre of land from the Developer to help with storm water management.
9. Jobs: Redevelopment of the Bergners property will create new employment opportunities.
10. Loan pay down: The City will receive a \$325,000 payment from the Developer in the first quarter of 2021 to replenish the Economic Development Fund. These monies could be relent out to other businesses in need or it could be transferred to the City's General Fund, the original source of the



REQUEST FOR COUNCIL ACTION

Agenda Date: September 27, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 3019-21/22 Amendment #1 to 2939 East Court Village, LLC & East Court Village II, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: On December 14, 2020, the City and East Court Village, LLC (ECV) and East Court Village II, LLC (collectively the "Developer") entered into a Redevelopment Agreement (the "Original Agreement"), wherein the City agreed to extend incentives to provide reimbursement of certain TIF eligible project costs and BDD eligible costs for the Developer's Project on the real property generally located near the intersection of Court Street and Veterans Drive (Parcel Identification Numbers 11-11-07-307-023, 11-11-07-307-008, and 11-11-07-308-012), all in efforts to redevelop East Court Village shopping center and the former Bergner's Property.

The City and Developer agreed upon certain incentives that included various sales tax reimbursements and tax increment financing incentives. These incentives are based on the Developer performing to attract new development to the ECV and ECVII properties. Additionally, the parties agreed that the Developer would have the ability to designate one project as its "Option Project" anywhere on ECV or ECVII property that would carry with it additional incentives approximate to the former Bergner's Property. Although the incentives available to the Developer for its "Option Project" under the Original Agreement included full reimbursement of BDD Sales Tax Revenues and reimbursement of certain TIF Eligible Project Costs and BDD Eligible Project Costs, those incentives available to the Developer for the Option Project under the Original Agreement did not include full reimbursement of Municipal Sales Tax Revenues and Municipal Home Rule Tax Revenues.

Recently, the Developer has been working with an east coast-based retail client that is interested to expand further west into Illinois and Pekin, having already expanded into Indiana and Michigan. This retailer is interested in a space in the ECV property that is not the former Bergner's property and the Developer would like to use this project as the Option Project if it can attain the same level of benefits as the Former Bergner's Property.

The attached ordinance therefore amends the redevelopment agreement so that the Option Project incentives match the Former Bergner's Property and proposes other technical changes to the completion timeline and repayment schedules:

Section A(3) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

3. The Developer agrees to complete the Project or the Option Project within Twenty-Four (24) months from the date of execution of the First Amendment to the Agreement subject to exception of Force Majeure (defined below). For the purpose of this Agreement, the Developer's Project or the Option Project will be deemed complete when the rehabilitation of the former Bergner's building located on the Property or the portion of the building located on the ECV Property or the ECVII Property constituting the Option Project is complete and available for lease to commercial tenants.

In summary, this amendment adds time to allow for the Project or the Option Project to be completed within 24 months after execution of the Amendment.

Attachment: FAQ Sheet (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

Section C(1) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

1. CONSOLIDATION AND MODIFICATION OF ECV PROMISSORY NOTES AND ECVII PROMISSORY NOTE

- a. Modification of ECV Promissory Notes: The Parties agree that the current principal balance owed on the ECV Promissory Notes is \$2,211,112.96. The Developer shall make a payment to the City in the amount of \$325,000.00 on or before March 31, 2021. From said payment, \$97,148.65 shall be applied to past due interest on the ECV Promissory Notes in the amount of \$2,211,112.96. The remainder of said payment, \$227,851.35, shall be applied to the principal amount of the ECV Promissory Notes, leaving a principal amount remaining due of \$1,983,261.61. The Parties agree to modify the ECV Promissory Notes by amortizing said balance due of \$1,983,261.61 over a period of 20 years beginning April 1, 2021. Interest on the ECV Promissory Notes shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECV Promissory Notes shall be due on an annual basis with the first such payment being due on or before March 31, 2022 and continuing on or before March 31st of each year thereafter through and including the final payment due on or before March 31, 2041. The amortization schedule for the ECV Promissory Notes is included in Exhibit "2" attached hereto.
- b. Modification of ECVII Promissory Note: The Parties agree that the current principal balance owed on the ECVII Promissory Note is \$275,197.67. Said amount of \$275,197.67 shall be amortized over a period of 20 years beginning April 1, 2021. Interest on the ECVII Promissory Note shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECVII Promissory Note shall be due on an annual basis with the first such payment being due on or before March 31, 2022 and continuing on or before March 31st of each year thereafter through and including the final payment due on or before March 31, 2041. The amortization schedule for the ECV Promissory Notes is included in Exhibit "2" attached hereto.
- c. ECV previously issued a mortgage in favor of the City as security for the ECV Promissory Notes. The Parties agree that said mortgage shall remain in full force and effect as security for the ECV Promissory Notes attached hereto. The Parties agree to execute whatever documents or mortgage modifications are necessary to effectuate this provision.
- d. The Parties agree that the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Municipal Home Rule Tax Revenues the Developer is otherwise entitled to receive pursuant to Sections C(2), C(3), and C(4) below in any given year shall be first used to make the payments due on the ECV Promissory Notes and ECVII Promissory Note hereunder for that year before being reimbursed to the Developer. Notwithstanding anything in this Agreement to the contrary, no payment will be made by the Developer until the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined. In the event any portion of the annual payment of principal and interest is due on said notes after the application of the amounts calculated in Sections C(2), C(3) and C(4) below for that year, the Developer shall pay the amount of any such shortfall on or before April 30th of the following year or as soon as the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined.
- i. Allocation of Revenues: The Parties agree that of the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Home Rule Tax Revenues to be applied to payments due on the ECV Promissory Notes and ECVII Promissory Note, Twelve Percent (12%) of said revenues shall be applied to payments due on the ECVII Promissory Note, and Eighty-Eight

Percent (88%) shall be applied to payments due on the ECV Promissory Notes.

- e. This Agreement, including the modification of the ECV Promissory Notes and ECVII Promissory Note as set forth herein, is contingent, in its entirety, on the City receiving the personal unconditional guarantee of the payment of said Notes from Diane A. Oberhelman. The guarantee of Diane A. Oberhelman is attached hereto as Exhibit 3 and incorporated herein by this reference.

In summary, this amendment updates the loan payment dates and amortization schedules (Exhibit 2 to the Original Agreement). The Agreement states that "no payment will be made by the Developer until the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined" (Section C.1.d). Those sales tax figures cannot be determined until after the state reports them out each calendar year, generally around Feb or March. Since the Developer owes an annual loan repayment and will also receive sales tax reimbursements, the City will do a calculation to determine the net annual amount owed by the Developer by crediting any sales tax reimbursement to Developer's loan repayment amount. This administrative calculation can only be done after the State has reported its annual sales tax disbursements. The City and Developer therefore seek an amendment to the amortization schedule by adding three months to make the administration of incentives and loan repayments more feasible.

Section C(3) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

3. REIMBURSEMENT OF MUNICIPAL SALES TAX REVENUES

The City shall reimburse the Developer One Hundred Percent (100%) of the Municipal Sales Tax Revenues generated by any business(es) located on the Bergner's Property, **One Hundred Percent (100%) of the Municipal Sales Tax Revenues generated by the Option Project**, and Fifty Percent (50%) of the Municipal Sales Tax Revenues generated by any business located on the ECV Property and any business located on the ECVII Property.

Such reimbursement shall be calculated on a quarterly basis based on the Municipal Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence with Municipal Sales Tax Revenues generated in year 2021 and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in Section C(1) above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of BDD Sales Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve Percent (12%) of such Municipal Sales Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Municipal Sales Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, **the Option Project**, the ECV Property, and the ECVII Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergner's Property, **the Option Project**, the ECV Property, and the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergner's Property, **the Option Project**, the ECV Property, and the ECVII Property) to provide such information to any employees

or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

- c. With respect to the reimbursement and use of Municipal Sales Tax Revenues as set forth herein, this Agreement shall supersede the ECV Agreement as amended and the ECVII Agreement as amended.
- d. As it pertains to the Developer's share of Municipal Sales Tax Revenues generated by businesses located on **the Option Project**, the ECV Property and the ECVII Property, the Developer shall submit documentation to the City from time to time that the reimbursement of such Municipal Sales Tax Revenues are used or budgeted for capital improvements to or operating costs for **the Option Project**, ECV Property and/or ECVII Property.

In summary, this amendment adds the Option Project to be eligible for 100% reimbursement of municipal sales tax revenues.

Section C(4) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

4. REIMBURSEMENT OF MUNICIPAL HOME RULE TAX REVENUES

The City shall reimburse the Developer One Hundred Percent (100%) of the Home Rule Tax Revenues generated by any business located on the Bergner's Property **and One Hundred Percent (100%) of the Home Rule Tax Revenues generated by the Option Project**. Such reimbursements shall be calculated on a quarterly basis based on the Home Rule Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements of Municipal Home Rule Tax Revenues generated by the Bergner's Property shall commence upon the date that at least 27,000 square feet (of the estimated 47,000 square feet) of leasable space contained in the former Bergner's building located on the Bergner's Property is occupied by a commercial retail tenant(s) and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement. Reimbursements of Municipal Home Rule Tax Revenues generated by **the Option Project** shall commence upon the date the space designated as **the Option Project** is occupied by a commercial retail tenant and continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The Parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in Section C(1) above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of Home Rule Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve (12%) of such Home Rule Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Home Rule Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property or **the Option Project** to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergner's Property and/or **the Option Project** for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergner's Property **or the Option Project**) to provide such information to any employees or consultants it reasonably

deems necessary to administer this Redevelopment Agreement.

In summary, this amendment adds the Option Project to be eligible for 100% reimbursement of municipal home rule sales tax revenues.

Section D(1) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

1. Each of the following shall constitute an event of default by the Developer under this Agreement:
 - a. The Developer fails to cure the violation of any municipal ordinance relating to property development, property condition, zoning, subdivision or building codes within thirty (30) days upon being provided written notice of such violation by the City, 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 the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
 - b. The Developer files for bankruptcy or otherwise becomes insolvent during the Term of this Agreement.
 - c. Dissolution of the Developer's limited liability company during the Term of this Agreement which is not reinstated within thirty (30) days after receiving written notice from the City.
 - d. The Property becomes the subject of foreclosure proceedings during the Term of this Agreement which proceedings are not vacated within thirty (30) days following the notice of filing of such foreclosure action.
 - e. The Developer fails to complete the Project or the Option Project within Twenty-Four (24) months following the date of execution of the First Amendment to the Agreement, subject to extension due to Force Majeure (defined below). For the purpose of this Agreement, the Developer's Project or the Option Project will be deemed complete when the rehabilitation and renovation of the former Bergner's building located on the Property or the portion of the building located on the ECV Property or the ECVII Property constituting the Option Project is complete and available for lease to commercial tenants.

In summary, this amendment adds the Option Project to section D.1.e.

Section M (Force Majeure) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

For this Agreement, time is of the essence. The Developer agrees to complete construction of the Project or the Option Project within twenty-four (24) months following the execution of the First Amendment to the Agreement, subject to extension due to Force Majeure (defined below). Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement after notice and the opportunity to cure as provided in Section L. However, Developer and City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the City (or City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or City (collectively, "Force Majeure"). A lack of adequate financing for the Project shall not be cause for the extension of any deadline set forth herein. Furthermore, a default or termination of this Agreement, other than a default by the Developer in making timely payments owed on the ECV Loan or ECVII

Loan when due, shall not accelerate any payments due under the Notes by and between the City and ECV or ECVII. In addition, all terms of this Agreement with respect to the rebate of Municipal Sales Tax Revenues, including but not limited to Sections C(1)(d), C(3), and C(6)(a), shall survive termination of this Agreement, the rebate of which is not contingent upon completion of the Project or the Option Project.

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

Staff recommends approval as this amendment fixes that incentive disparity between the Option Project and the former Bergner's Property and provides the Developer with a tool to attract a new retailer to the ECV property.

FINANCIAL IMPACT:

Reimbursement of Municipal and Home Rule Sales Taxes will be dependent on performance of the new development. The sales tax reimbursement that is added to the Developer's eligible incentives is equal to an additional \$22,500 for every \$1,000,000 in gross sales by the new retailer.

Requested Amount: N/A
Line Item: N/A
Budgeted Amount: N/A
Remaining Funds: N/A

IMPACT IF APPROVED: Redevelopment Agreement will be Amended

IMPACT IF DENIED: Redevelopment Agreement will be Amended

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

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

ORDINANCE NO. 2260

**AN ORDINANCE AUTHORIZING A DEVELOPMENT
AGREEMENT AND LOANS TO EAST COURT VILLAGE, LLC**

WHEREAS, EAST COURT VILLAGE, LLC (the "Developer") owns (or has a contract to purchase) a parcel of real property of 55 acres plus or minus commonly known as the Pekin Mall, (the "Project Site"); and

WHEREAS, the shopping mall on the Project Site is underutilized and has significant empty retail space and Developer proposes to redevelop the shopping mall on the Project Site (the "Project"), which Project consists of demolition of certain parts of the existing buildings and redevelopment with new retail and other improvements; and

WHEREAS, because the Project and the expansion of new retail in the City will create economic benefit to the City (in the form of, among other items, increased employment, taxes, investment and commerce), the City desires to assist the Developer to attract this economic development to the City; and

WHEREAS, the Developer proposes to construct on behalf of the City certain public road improvements that are essential to the Project and surrounding areas; and

WHEREAS, the City has negotiated a Development Agreement (the "Agreement") with the Developer regarding the Project (a copy of the Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference); and

WHEREAS, the Agreement contains terms under which the Project will be constructed and certain loans to be made from the City to the Developer; and

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

WHEREAS, pursuant to its home rule power, the City proposes to promote the development of the Project and therefore the City by entering into the Agreement; and

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

WHEREAS, the City believes that the development of the Project and the performance of the Agreement are in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

1. That the Development Agreement by and between the City of Pekin and East Court Village, LLC, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted by the City of Pekin.
2. The Mayor of the City of Pekin and other city officials and employees are hereby authorized and directed to execute, deliver and perform the Development Agreement attached hereto as Exhibit "A".
3. The Mayor of the City of Pekin and the City Clerk are hereby authorized, respectively, for and on behalf of the City of Pekin, to execute and attest such other documents and perform such other acts as may be necessary to carry out the terms of the Development Agreement.

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

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 20th day of August, 2001; and upon roll call the vote was as follows:

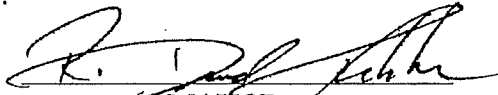
AYES: Orrick, Richmond, Massaglia, Tebben

NAYS: None

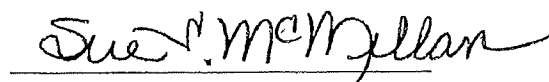
ABSENT: Barra

ABSTAINING: None

APPROVED this 20th day of August, 2001.


MAYOR

ATTEST:


CITY CLERK

CITY OF PEKIN/EAST COURT VILLAGE DEVELOPMENT AGREEMENT

This CITY OF PEKIN/EAST COURT VILLAGE DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 20th day of August, 2001, by and between the City of Pekin, Illinois, a municipal corporation, (hereinafter referred to as the "City") and East Court Village, L.L.C., an Illinois limited liability company (the "Developer").

RECITALS

WHEREAS, the Developer owns (or has a contract to purchase) a parcel of real property of 55 acres plus or minus commonly known as the Pekin Mall, which property is legally described on Exhibit A attached hereto and made a part hereof (the "Project Site" or the "Property").

WHEREAS, the shopping mall on the Project Site is underutilized and has significant empty retail space and Developer proposes to redevelop the shopping mall on the Project Site as shown on the site plan attached hereto as Exhibit B (the "Project"), which Project consists of demolition of certain parts of the existing buildings and redevelopment with new retail and other improvements, which are described on Exhibit C attached hereto and made a part hereof (the "Project Improvements").

WHEREAS, because the Project and the expansion of new retail in the City will create economic benefit to the City (in the form of, among other items, increased employment, taxes, investment and commerce), the City desires to assist the Developer to attract this economic development to the City; and

WHEREAS, the Developer proposes to construct on behalf of the City certain public road improvements that are essential to the Project and surrounding areas which, together with the City's estimate of the cost thereof, are described on Exhibit H attached hereto and made a part hereof (the "Public Road Improvements"); and

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

WHEREAS, pursuant to its home rule power, the City proposes to promote the development of the Project and therefore the City by entering into this Agreement; and

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

WHEREAS, the City believes that the development of the Project is in the vital and best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state and local laws.

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

ARTICLE I: CONSTRUCTION OF THE PROJECT

1.1 The Project. The Project consists of the redevelopment of the present enclosed Shopping Center on the Project Site into an open air retail center by demolishing a part of the structure and constructing new retail and development of additional outlots and a new city street and other improvements. The plan attached as Exhibit B is a schematic to be further refined by site plans as provided below.

1.2 Submission and Approval of Plans. All work with respect to construction of the Project by the Developer shall be in conformity with this Agreement. No construction of any portion of the Project except for demolition shall be commenced by Developer unless it has first complied with the requirements of this Section 1.2.

1.2.1 Preliminary Plans. The Developer shall submit to the City preliminary plans and specifications for the Project ("Preliminary Plans"). The City shall review the Preliminary Plans for the purpose of determining compliance with all applicable laws, statutes, ordinances, rules and regulations. The Developer may submit and construct the Project in phases.

It is understood that if the Preliminary Plans do not comply with applicable City ordinances, including, but not limited to, zoning and subdivision requirements, the Developer shall amend the Preliminary Plans or secure variances from the City prior to proceeding further with the construction of the Project, all in accordance with the provisions of Section 1.2.3 hereof.

1.2.2 Final Plans. When Preliminary Plans are approved for the Project or any phase thereof, the Developer shall submit final plans ("Final Plans") for the phase to be constructed thirty (30) days prior to the commencement of construction of such phase. The City shall review the Final Plans for each such phase for the purpose of determining compliance with this Agreement and all applicable laws, statutes, ordinances, rules and regulations. It is understood

that certain elements of the plans, i.e. size of buildings and configuration of public area, are based upon agreements with specific retailers. The City Planning Director shall have the right to approve changes administratively if the change conforms to the spirit and the intent of the Preliminary Plan.

- 1.2.3. Approval by City. The City's approval or disapproval of the Preliminary Plans and Final Plans must be made in writing and, if disapproved, shall set forth the reasons for such disapproval. If the City does not approve or disapprove said plans within thirty (30) days after receipt, the submitted plans shall be deemed approved. If disapproved, the Developer shall, within thirty (30) days from the date of disapproval, resubmit revised plans, which the City shall review within twenty-one (21) days and approve or disapprove within such period in the manner described above. This process shall repeat until the plans are approved by the City.
- 1.2.4. Construction Plans. Prior to commencing construction of each phase of the retail center, except for demolition (for which the Developer shall obtain an appropriate permit), the Developer shall submit to the City construction plans for each phase of the Project ("Construction Plans"). The City shall within twenty (20) days from receipt of each phase's plans, approve or disapprove the Construction Plans, after reviewing said plans for compliance with all applicable laws, statutes, ordinances, rules and regulations, including but not limited to life safety and zoning regulations, and conformance with the Preliminary Plans and Final Plans. If the City fails to respond within the required item, the submitted Construction Plans shall be deemed approved. If the City disapproves the Construction Plans, such disapproval shall be in writing and shall set forth the reasons for such disapproval. The Developer shall submit revised plans within ten (10) days from the date of rejection. Upon resubmission, the City shall review and approve or disapprove such revised plans within ten (10) days of submittal. If the City fails to respond within the required time the resubmitted Construction Plans shall be deemed approved.
- 1.2.5. Changes in Construction Plans. If prior to completion of any phase, the Developer desires to make any material change in the Construction Plans previously approved as provided herein, the Developer shall submit a request to make such material change in the Construction Plans to the City for its approval.

- 1.2.6 As-Built Plans. When the Developer completes construction, the Developer shall provide to the City as-built drawings as required by the City. Such drawings shall include site plans showing the locations of the sewers, all utilities, and site drainage.

ARTICLE II: DEVELOPER COVENANTS

- 2.1 Covenants Regarding the Primary Loan. The Developer shall perform the following with respect to the Primary Loan (as defined in Section 3.1):
- 2.1.1 Uses of Primary Loan Proceeds. The Developer shall use the proceeds of the Primary Loan for the following Project Improvements (and as described in Exhibit C):
- (a) Demolition of the approximately 160,000 square feet of in line Mall building at the Project Site (excluding the space currently occupied Big Lots, Hobby Lobby, J.C. Penney's and Bergners, and some attached small shops super structure), as approved by Hobby Lobby, J.C. Penney's and Bergner's to create a structure the same or similar to the plan attached as Exhibit B.
 - (b) Restoration of areas affected by such demolition.
 - (c) Relocation of utilities as required for redevelopment of the Project Site.
 - (d) Reconstruction of some parts of the parking lot, repaving of other parts of the parking lot, parking lot striping, extensive landscaping and lighting upgrades.
 - (e) Development of "staging area" for outdoor exhibits, shows and entertainment.
 - (f) Relocation of the storm water detention area to the rear of the Project Site.
 - (g) Soft costs, including engineering, development, overhead, and architectural and legal fees, and capitalized interest during the reconstruction period.
- 2.1.2 Primary Loan Collateral. The Developer shall provide the following collateral to secure the Primary Loan:

- (a) A first mortgage on the portion of the Project Site described on Exhibit G attached hereto and incorporated herein by this reference. Said site contains approximately 3.1 acres.
- (b) The personal guarantee of Diane A. Oberhelman, guaranteeing all of Developer's obligations under the Primary Loan.
- (c) During the term of this Agreement and the Primary Loan, in the event the Developer obtains a bona fide offer for the purchase and sale of all of the Developer's interest in the Property, the Developer shall notify the City of the price and all other terms and conditions of the proposed sale. The City shall have thirty (30) days from receipt of said notice to accept the purchase on the terms stated in the notice. In the event the City accepts the purchase, the parties shall close on the purchase within sixty (60) days of the City's acceptance. If the City fails to accept the purchase within the time herein permitted, then the Developer will be free to enter into a contract to sell the Property to the third party on the terms stated in the notice for a period of sixty (60) days from the expiration of the City's permitted time to accept the offer. If the Developer does not enter into a contract to sell the Property to the third party within such sixty (60) day period or if the sale to the third party is not completed within two hundred eighty (280) days from the expiration of the City's permitted time to accept the offer, then the Developer must follow this procedure for any subsequent offers for purchase and sale of the Property.

2.1.3 Loan Documents. The Developer shall execute, deliver, and perform all such documents which may be necessary to document the Primary Loan, including, without limitation, a Promissory Note, a Mortgage or Mortgages, and the personal guarantee of Diane A. Oberhelman. All such documents shall be prepared by and solely approved by the City and its counsel.

2.2 Construction Deadlines. The Developer shall complete the Project Improvements described in Exhibit C within twenty-four (24) months of the commencement of demolition on the Property. In the event that these items are not completed within the twenty-four month period, the tax increment, as described in Article III,

Section 3.1, will not be available for repayment of the Primary Loan, until such time as the items are completed.

- 2.3 Investment Time Line. The Developer shall comply with the investment time line as set forth in Exhibit D. In the event that the Developer does not comply with the time line, the amount of the tax increment available for repayment of the Primary Loan, as described in Article III, Section 3.1, will be reduced proportionately, based on the shortfall.
- 2.4 Donation of Real Estate for Storm Water Detention. The Developer agrees to donate to the City sufficient land to provide for storm water detention areas as needed for the development of Veteran's Drive. The parties agree that approximately one (1) acre will be needed.
- 2.5 Dedication of Right of Way for Veteran's Drive. The Developer shall dedicate to the City any right of way which may be necessary for the Veteran's Drive project at no cost to the City. In the event of such donation, the City will cooperate as reasonably necessary to secure any appropriate charitable deduction for the Developer on the donated land.
- 2.6 No Protest of Real Estate Tax. The Developer agrees not to protest real estate tax valuations without the consent of the City and guarantees a minimum assessed valuation of the Property in the amount of \$1,300,000.00 for the years 2001 through 2004 and \$2,250,000.00 for the years 2005 through 2010.
- 2.7 Public Road Improvements. The Developer shall construct or caused to be constructed the Public Road Improvements as shown on Exhibit H. The Public Road Improvements shall be constructed according to City standards. At such time as the City improves the intersection of Veteran's Drive and the rear Mall entrance as described in Exhibit H, the Developer shall dedicate the Public Road Improvements to the City, and the City shall accept such dedication. At such time as the property adjacent to the Public Road Improvements is developed, and provided such development occurs within 10 years of the date of this Agreement, the City shall consider an ordinance, which ordinance will require the recapture of the costs of construction of the Public Road Improvements from the developer of such adjacent property, and require turnover of such recaptured amounts to the Developer.
- 2.8 Conformance to Federal, State and Local Requirements. All work with respect to the Developer's construction of the Property shall conform in all material respects to all applicable federal, state and local laws, regulations and ordinances, including but not limited to building codes and life safety codes.

- 2.9 Agreement Contingent on Developer's Acquisition of the Property. This Agreement and the parties' respective obligations hereunder are expressly contingent upon the Developer's acquisition of the Property on or before October 1, 2001. In the event that Developer does not acquire the Property on or before October 1, 2001, this Agreement shall be null and void and the parties shall have no further obligations hereunder.

ARTICLE III: COVENANTS OF THE CITY

3.1 Primary Loan.

3.1.1 Terms.

3.1.1.1 Amount. The City shall loan to the Developer the sum of \$2,636,200.00 (the "Primary Loan").

3.1.1.2 Interest. The Primary Loan shall accrue interest at 6% per annum.

3.1.1.3 Repayment.

- (a) The Primary Loan shall be repaid in annual installments as shown on Exhibit E attached hereto and incorporated herein by this reference.
- (b) The tax increment, as described herein, shall be used to repay the Primary Loan. The tax increment shall be the amount equal to the increase in the aggregate amount of taxes paid to the City of Pekin from the 1% City tax and the 1% home rule tax arising from sales by retailers and servicemen within the Project Site over and above the aggregate amount of such taxes paid by retailers and servicemen on transactions at places of business located in the Project Site (excluding the sites occupied by Applebee's, Bob Evans, and Associated Bank) during the base year, which shall be August 1, 2000 to July 31, 2001 (the "Base"). If during the term of this Agreement or the Primary Loan a retailer which was doing business in the City of Pekin on August 1, 2001 should relocate to the Project Site, the Base will be increased by the retailer's sales taxes for the one year prior to relocating to the Project Site. If J.C. Penney's or Bergner's do not renew their leases on August 30, 2002, the Base shall be reduced at the

time they vacate their lease space by their actual contribution to the Base. The Base resulting after application of said reduction(s) shall be the Base used from which subsequent increments shall be calculated and credited until such time as the vacated space is reoccupied. As soon as a retailer has occupied the vacated space and is operating, the amount of the reduction applicable to that retail space shall be added back to the Base for the term of the Loan. The Developer shall provide sales tax reports to the auditors of the City for the purpose of determining the tax increment available for payment of the Primary Loan.

- (c) If 100% of the tax increment in any given year is less than the required payment for that year, the Developer will be required to pay the balance of that payment as shown on the payment schedule in Exhibit E. If the tax increment in any given year exceeds the required payment for that year, any such excess shall be banked as a reserve for any future deficiencies. In the event that there remains an excess reserve after payment of all of the obligations of the Loan, the Developer shall not be entitled to any such excess, and the excess will be paid to the City.
- (d) In the event that the Developer obtains alternate financing and prepays the Primary Loan, the Developer may, to the extent of such prepayment, use the tax increment as described herein to repay such alternate financing, through October 30, 2011. In no event will the Developer be entitled to tax increment in excess of the amount the Developer would have been entitled to under the Primary Loan.

3.1.1.4 Disbursement. The City shall disburse the proceeds of the Primary Loan to the Developer in monthly draw downs within thirty (30) days from the City's receipt of satisfactory evidence of the Developer's paid expenditures as described in Section 3.1.2 of this Agreement. Attached hereto and incorporated herein by this reference as Exhibit F is the Developer's projected schedule of expenditures. In the event the Developer seeks reimbursement of such expenditures which exceed the projected amounts described in Exhibit F, then the City shall pay such sums to the Developer within sixty (60) days.

3.1.2 Other Conditions. The Primary Loan is also subject to the conditions set forth in Section 2.9 of this Agreement.

3.2 Secondary Loan.

3.2.1 Terms.

3.2.1.1 Amount. In addition to the Primary Loan, the City shall loan to the Developer the sum of \$150,000.00 (the "Secondary Loan"). The Secondary Loan shall be for Developer's emergency, non-budgeted, non-recurring expenses occurring on the Property to enable retailers within the Property to continue to operate through completion of demolition, renovation and other Project Improvements on the Property (the "Secondary Loan Purposes").

3.2.1.2 Interest. The Secondary Loan shall accrue interest at the rate of six percent (6%) per annum.

3.2.1.3 Repayment. The Secondary Loan shall be repaid on such terms, conditions and security as determined by the City Manager and/or the Mayor, in his sole discretion. The tax increment described in Section 3.1:1.3 herein will not be available to repay the Secondary Loan.

3.2.1.4 Disbursement. The City shall disburse the proceeds of the Secondary Loan to the Developer within thirty (30) days from the City's receipt of the Developer's paid expenditures for the Secondary Loan Purposes.

3.2.2 Use of Secondary Loan Proceeds. The Developer shall use the proceeds of the Loan for the Secondary Loan Purposes.

3.3 Traffic Signals. The City, at its own expense, shall construct traffic signals at the intersection of Veteran's Drive and the rear Mall entrance. Construction of such traffic signals shall be completed on or before December 31, 2004.

ARTICLE IV: REPRESENTATIONS OF THE DEVELOPER

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

- 4.1 Organization. The Developer is a limited liability company duly organized and existing under the laws of Illinois and has been duly qualified to transact business in Illinois.
- 4.2 Authorization. The Developer has power to enter into, and by proper action has been duly authorized to execute, deliver and perform this Agreement.
- 4.3 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the Developer is now a party or by which the Developer is bound.
- 4.4 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the Developer to proceed with the construction and development of the Project and the Project Site, or to fulfill Developer's obligations under this Agreement.
- 4.5 Conformance with Requirements and Regulations. The Developer represents and warrants that the Construction Plans and construction of the Project in accordance with the Construction Plans will in all respects conform to and comply with all covenants, conditions, restrictions, zoning ordinances, environmental regulations and land use regulations affecting the Project Site.

ARTICLE V: REPRESENTATIONS OF THE CITY

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

- 5.1 Organization and Authorization. The City is a municipal corporation organized and existing under the laws of the State of Illinois, and has the power to enter into and by property action has been duly authorized to execute, deliver and perform this Agreement.
- 5.2 Non-Conflict or Breach. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflicts with or results in a breach of any of the terms, conditions or provisions of any restriction, agreement or instrument to which the City is now a party or by which the City is bound.

- 5.3 Pending Lawsuits. There are no lawsuits either pending or threatened that would affect the ability of the City to perform this Agreement.

ARTICLE VI: DEVELOPER INDEMNIFICATION OF CITY

The Developer agrees to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation arising from (i) the Developer's operation or management of the Project, of from any work of or thing done by the Developer on the Project Site, or any work or activity of the Developer in connection with the construction of the Project and the Public Road Improvements; (ii) any breach or default on the part of the Developer in the performance of any of its obligations under or in respect of this Agreement; (iii) any act of negligence of the Developer or any of its agents, contractors, servants or employees; (iv) any violation by the Developer of any easements, conditions, restrictions, building regulations, zoning ordinances, environmental regulations or land use regulations affecting the Project Site or the Project; and (v) any violation by the Developer of state or federal securities law in connection with the offer and sale of interests in any party of the Project; provided, the Developer shall have no obligation to indemnify or save harmless the City if any such claims arise solely out of the negligence or willful misconduct of the City. The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expenses of the City.

ARTICLE VII: DEFAULT AND REMEDIES

- 7.1 Events of Default. The following shall be events of default ("Events of Default") with respect to this Agreement:
- 7.1.1 If any material representation made by the Developer or the City in this Agreement, or in any certificate, notice, demand or request made by the Developer or City, in writing and delivered to the other party pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or
 - 7.1.2 Breach by the Developer or the City of any material covenant, warranty or obligation set forth in this Agreement, which continues for sixty (60) days after receipt of written notice of default from the non-defaulting party.

- 7.2 Remedies of Default. Before any failure of any Party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred (except with respect to payment of money) if performance is completed to the reasonable satisfaction of the complaining party within thirty (30) days after the receipt of such notice or, in the case of a failure which by its nature takes in excess of thirty (30) days to cure, such longer period of time as may be reasonably necessary to cure the same; provided that the curing party is pursuing said cure with diligence.
- 7.3 Other Rights and Remedies of City and Developer: Delay in Performance Waiver.
- 7.3.1 No Waiver by Delay. Any delay by the City or the Developer in instituting or prosecuting any action or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the City or Developer should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by the City or Developer with respect to any specific Event of Default by the Developer or the City under this Agreement be considered or treated as a waiver of the rights of the City or Developer under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the City or Developer.
- 7.3.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by the other party. No waiver made by either such party with respect to the performance, nor the manner of time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

- 7.3.3. Delay in Performance. For the purpose of any of the provisions of this Agreement, neither the City, nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or in default of, its obligations with respect to the acquisition or preparation of the Project Site for development, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of public enemy, acts of federal, state or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purposes and intent of this provision that in the event of the occurrence of any such delay, the or times for performance of the obligations of the City or Developer with respect to the acquisition or construction of the Project shall be extended for the period of the delay. Provided, that the party seeking the benefit of the provisions of this Section, shall within thirty (30) days after the beginning of any such delay, have first notified the other party thereof in writing, of the cause of causes thereof.

ARTICLE VIII: EQUAL EMPLOYMENT OPPORTUNITY

The Developer for itself and its successors and assigns, agrees that with respect to the construction of the Project and Public Road Improvements provided for in this Agreement that the following will apply:

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

ARTICLE IX: MISCELLANEOUS

9.1 Authorized Representatives.

9.1.1 Developer. By complying with the notice provision hereof, the Developer shall designate an authorized representative from time to time, who, unless applicable law requires action by the Members of the Developer, shall have the power and authority to make or grant or do all things, requests, demands, approvals, consents, agreements and other action required or described in this Agreement for and on behalf of the Developer.

9.1.2 City. By complying with the notice provisions hereof, the City shall designate an authorized representative from time to time, who shall communicate with the Developer on behalf of the City. Except as otherwise provided in this Agreement, such representative shall not have the authority to make agreements on behalf of the City.

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

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

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

9.5 Notices. Notices of demand hereunder shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the City Clerk, City Hall, 400 Margaret Street, Pekin, Illinois 61554 (with copies to the City Attorney), or to the Developer at 211 Fulton Street, Peoria, Illinois 61602, or to the last known address of either party or to the address provided by any assignee if such address has been given in writing. In the event said notice is mailed, the date of service of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office.

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

9.7 Further Assistance and Corrective Instruments. The City and the Developer agrees that they will, from time to time, execute, acknowledge and deliver, or

LIST OF EXHIBITS

1. Exhibit A: Legal description of Project Site
2. Exhibit B: Site Plan
3. Exhibit C: Project Improvements
4. Exhibit D: Time line (private investment)
5. Exhibit E: Loan Repayment Schedule
6. Exhibit F: Developer's Projected Schedule of Expenditures
7. Exhibit G: Legal description of 3.1 acre tract
8. Exhibit H: Public Road Improvements

cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required by the parties hereto, for carrying out the intention of or facilitating the performance of this Agreement.

- 9.8 City and Developer Independent Contractors. In all matters pertaining to this Agreement, the relationship of the City and the Developer shall be that of independent contractors, and neither the City nor the Developer shall make any representations or warranties that their relationship is other than that of independent contractors. This Agreement is not intended to create nor shall it be construed to create any partnership, joint venture, employment or agency relationship between the City and the Developer; and no party hereto shall be liable for the payment or performance of any debts, obligations, or liabilities of the other party, unless expressly assumed in writing herein or otherwise. Each party retains full control over the employment, direct, compensation and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

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

CITY OF PEKIN, ILLINOIS, an
Illinois municipal corporation

By: R. Daniel Lehto
Its: Mayor

EAST COURT VILLAGE, L.L.C., an
Illinois limited liability company

By: Cullinan Companies, L.L.C., its
member

By: Jeffrey D. Hupf
Its: Managing Member

ATTEST:

By: Sue McMullan
Its: City Clerk

EXHIBIT A

PER TITLE COMMITMENT NO. 450122223, 07-25-2020.

PARCEL 1 (a)

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, ELN GROVE TOWNSHIP, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE 30 FEET NORTH AND 20 FEET WEST OF THE SOUTHWEST CORNER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 01°-03'-00" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A TOWNSHIP ROAD A DISTANCE OF 536.42 FEET TO AN IRON PIPE; THENCE SOUTH 48°-25'-00" WEST A DISTANCE OF 830.33 FEET TO AN IRON PIPE; THENCE NORTH 19°-34'-08" WEST A DISTANCE OF 440.00 FEET TO AN IRON PIPE; THENCE NORTH 38°-25'-52" EAST A DISTANCE OF 310.00 FEET TO AN IRON PIPE; THENCE SOUTH 51°-34'-08" EAST A DISTANCE OF 355.00 FEET TO AN IRON PIPE; THENCE NORTH 41°-35'-28" EAST A DISTANCE OF 200.00 FEET TO AN IRON PIPE ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SBL ROUTE 164 MARKED ILLINOIS ROUTE 8 (THE FOLLOWING SEVEN CURVES ARE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID ROUTE 164: A DISTANCE OF 177.00 FEET TO AN IRON PIPE; THENCE NORTH 49°-17'-43" WEST A DISTANCE OF 140.20 FEET TO AN IRON PIPE; THENCE NORTH 64°-10'-05" WEST A DISTANCE OF 323.22 FEET TO AN IRON PIPE ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; SAID POINT ALSO BEING THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH 01°-03'-00" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 7 AND THE MOST EASTERLY LINE OF PEKIN HEIGHTS ADDITION, EXTENSION NO. 1, A DISTANCE OF 80.91 FEET TO AN IRON PIPE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE SOUTH 01°-03'-00" WEST ALONG THE SOUTH LINE OF PEKIN HEIGHTS ADDITION, EXTENSION NO. 1, A DISTANCE OF 133.33 FEET TO AN IRON PIPE ON THE EAST LINE OF PEKIN HEIGHTS ADDITION, EXTENSION NO. 1; THENCE SOUTH 01°-03'-00" WEST ALONG THE EAST LINE OF PEKIN HEIGHTS ADDITION, EXTENSION NO. 1, A DISTANCE OF 243.92 FEET TO AN IRON PIPE; THENCE SOUTH 01°-03'-00" WEST ALONG THE EAST LINE OF PEKIN HEIGHTS ADDITION, EXTENSION NO. 1, A DISTANCE OF 450.00 FEET TO AN IRON PIPE; THENCE SOUTH 01°-03'-00" WEST A DISTANCE OF 583.47 FEET TO AN IRON PIPE ON THE NORTH RIGHT-OF-WAY LINE OF THE TOWNSHIP ROAD; THENCE NORTH 89°-22'-00" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF THE TOWNSHIP ROAD A DISTANCE OF 1453.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A TRACT DESCRIBED AS FOLLOWS: ALL OF LOT "A" AND A PART OF LOT "B" IN THE EAST ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 7, AND A PART OF THE SOUTHWEST QUARTER OF SECTION 7, ALL BEING IN TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT "A" IN PEKIN HEIGHTS ADDITION, BEING A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 7, AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8; THENCE SOUTH 53°-20'-17" EAST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) (THE NEXT FIVE CALLS BEING ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8), A DISTANCE OF 10 FEET; THENCE SOUTH 53°-20'-17" EAST, A DISTANCE OF 140.20 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE SOUTH 53°-20'-17" EAST, A DISTANCE OF 127.60 FEET; THENCE SOUTH 48°-25'-00" WEST A DISTANCE OF 302.22 FEET; THENCE IN A SOUTHEASTERLY DIRECTION, THENCE CONTINUING SOUTH 48°-24'-29" EAST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8 ON A CURVE TO THE RIGHT HAVING A RADIUS OF 34,277.47 FEET; THENCE SOUTH 38°-18'-33" WEST, A DISTANCE OF 183.64 FEET; THENCE NORTH 51°-41'-27" WEST, A DISTANCE OF 238.61 FEET; THENCE NORTH 38°-18'-33" EAST, A DISTANCE OF 182.31 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A TRACT TO BE DESCRIBED AS FOLLOWS: A PART OF THE SOUTH ONE HALF OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE 30 FEET NORTH AND 20 FEET WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, AND RUNNING THENCE NORTH 01°-03'-00" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A TOWNSHIP ROAD A DISTANCE OF 536.42 FEET TO AN IRON PIPE; THENCE NORTH 48°-25'-00" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF A TOWNSHIP ROAD (NOW KNOWN AS MALL ROAD) A DISTANCE OF 377.33 FEET; THENCE NORTH 43°-05'-00" WEST A DISTANCE OF 288.00 FEET; THENCE NORTH 47°-41'-48" EAST A DISTANCE OF 210.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8, SAID RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 34,277.47 FEET, FOR AN ARC DISTANCE OF 104.88 FEET TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 38°-25'-52" WEST A DISTANCE OF 323.22 FEET; THENCE NORTH 38°-25'-52" WEST A DISTANCE OF 35.00 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8; THENCE SOUTH 51°-34'-08" WEST A DISTANCE OF 355.00 FEET TO AN IRON PIPE; THENCE NORTH 37°-37'-28" EAST A DISTANCE OF 22.70 FEET; THENCE NORTH 48°-24'-15" EAST ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8, HAVING A RADIUS OF 34,277.47 FEET, FOR AN ARC DISTANCE OF 230.04 FEET TO THE POINT OF BEGINNING.

PARCEL 1 (b)

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS THE EASTERN 40 FEET IN EVEN WIDTH OF SAID SOUTHWEST QUARTER SOUTH OF TRACT 1 IN SAID SOUTHWEST QUARTER AS APPEARS ON PLAT RECORDED IN PLAT BOOK "A", AT PAGE 78 IN THE OFFICE OF THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, AND ALSO, A STRIP OF LAND IN SAID SOUTHWEST QUARTER MORE PARTICULARLY DESCRIBED AS BEING A STRIP OF GROUND BEING 30 FEET IN EVEN WIDTH NORTH OF THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER AND BEING EAST OF SAID TRACT 1 AS APPEARS IN SAID PLAT BOOK "A", AT PAGE 78 IN THE OFFICE OF THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, AND WHICH SAID AREA VACATED BY THE CITY OF PEKIN, ILLINOIS, APPEARS ON SAID ABOVE REFERENCED PLAT.

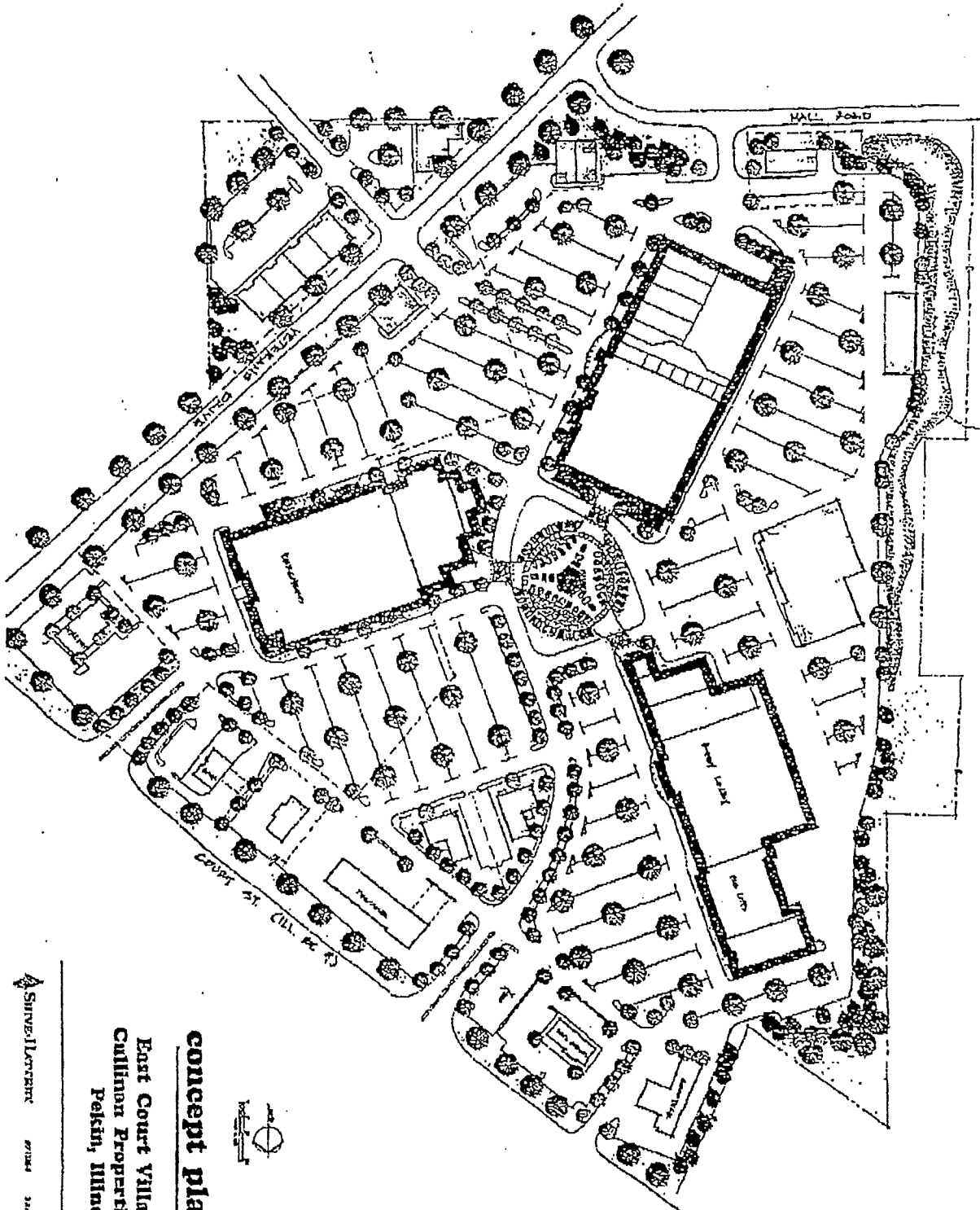
PARCEL 11

A PART OF THE SOUTH HALF OF SECTION 7, ELN GROVE TOWNSHIP, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIPE 30 FEET NORTH AND 20 FEET WEST OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 01°-03'-00" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A TOWNSHIP ROAD A DISTANCE OF 536.42 FEET TO AN IRON PIPE; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH 48°-25'-00" EAST ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF A TOWNSHIP ROAD A DISTANCE OF 377.33 FEET TO AN IRON PIPE; THENCE NORTH 43°-05'-00" WEST A DISTANCE OF 288.00 FEET TO AN IRON PIPE; THENCE NORTH 47°-41'-48" EAST A DISTANCE OF 210.28 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SBL ROUTE 164 MARKED ILLINOIS ROUTE 8; THENCE SOUTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 8, SAID RIGHT-OF-WAY LINE BEING A CURVE TO THE LEFT HAVING A RADIUS OF 34,277.47 FEET, FOR AN ARC DISTANCE OF 110.00 FEET TO AN IRON PIPE; THENCE SOUTH 38°-25'-52" WEST A DISTANCE OF 323.22 FEET TO AN IRON PIPE; THENCE SOUTH 51°-34'-08" WEST A DISTANCE OF 355.00 FEET TO AN IRON PIPE; THENCE SOUTH 70°-25'-52" WEST A DISTANCE OF 320.00 FEET TO AN IRON PIPE; THENCE SOUTH 19°-34'-08" EAST A DISTANCE OF 440.00 FEET TO AN IRON PIPE; THENCE NORTH 48°-25'-00" EAST A DISTANCE OF 430.43 FEET TO THE POINT OF BEGINNING, DATE, LYING AND BEING IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS.

NOTE:

IN THE SUBDIVISION NO. 2 FOR LEMORA A. ORR OF A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AS SHOWN BY PLAT RECORDED IN PLAT BOOK "A", PAGE 20.

EXHIBIT B



concept plan

East Court Village
Cullinan Properties
Pekin, Illinois

SHIVERS LAYNE INC. 877344 12-06-2001

EXHIBIT "C"

PROJECT IMPROVEMENTS

East Court Village, LLC/City of Pekin Development Agreement

Planned Use of City Loan

Demolition of Existing Buildings and Restoration inclusive of Professional Fees
Construction/Engineering of East Court Village Drive Including Landscaping,
Lighting and Professional Fees

Partial Parking Lot Resurfacings, Reconstruction, Landscaping, Lighting, Storm
Water Detention and Existing Building Facades, including Professional Fees
Construction/Engineering of Walkways and Site Amenities, including
Professional Fees
Construction/Engineering/Architectural of Pavillion Area and Associated Parking
Improvements, including Professional Fees
Engineering and Construction of Utility Restorations and Alterations including
Professional Fees

Total of Planned Improvements to be Funded with City Loan	\$2,636,200
Accrued Interest	\$280,621
Total City Loan (including Principal and Accrued Interest)	\$2,916,821

EXHIBIT D**East Court Village, LLC/City of Pekin Development Agreement****Private Investment Expenditure Schedule**

Required Amount of Private Investment \$11,000,000

**Penalty if Investment Not
Fulfilled**

Proportionate reduction in the amount of sales tax increment rebate

Projected Expenditure of Private Funds

	Amount of Private Expenditure	% of Years Available from which Rebate has been Drawn	% of Private Investment which has been Fulfilled
At Closing (August 30, 2001 or actual closing date)	\$4,620,000	0.0%	42.0%
by March 31, 2003	\$1,750,000	15.8%	57.9%
by March 31, 2005	\$1,750,000	35.8%	73.8%
by March 31, 2008	\$2,880,000	55.8%	100.0%

Sources of Private Investment Include:

1. Funds expended by the owner above what is provided by the City loan on any site improvements.
2. Funds expended for construction, engineering, architectural or development services by the current owner or any subsequent owner or any entity which currently or in the future leases or purchases land from the owner.

Private Investment Shall be Verified as Follows:

1. By virtue of the closing on the property;
2. Through submittal to the City of a sworn affidavit by the developer and contractor detailing all site improvement related expenditures above the amount of the City's loan;
3. By taking the dollar value of the Building Permits issued by the City and adding 12.5% for engineering, architectural, development and other professional services.

EXHIBIT E

Loan Repayment Schedule

**East Court Village, LLC/City of Pekin
Development Agreement**

Amortization Schedule

Base Amount of Loan \$2,636,200

Payment Date	for Principal and Accrued Interest	for Interest*	Total Payment to City	Remaining Principal & Accrued Interest
by October 30, 2002	\$0	\$0	\$0	\$2,751,718
by October 30, 2003	\$0	\$0	\$0	\$2,916,821
by October 30, 2004	\$72,921	\$175,009	\$247,930	\$2,843,900
by October 30, 2005	\$145,841	\$170,634	\$316,475	\$2,698,059
by October 30, 2006	\$218,762	\$161,884	\$380,645	\$2,479,298
by October 30, 2007	\$291,682	\$148,758	\$440,440	\$2,187,616
by October 30, 2008	\$437,523	\$131,257	\$568,780	\$1,750,093
by October 30, 2009	\$510,444	\$105,006	\$615,449	\$1,239,649
by October 30, 2010	\$583,364	\$74,379	\$657,743	\$656,285
by October 30, 2011	\$656,285	\$39,377	\$695,662	\$0
	\$2,916,821			

* thru October, 2002, projected interest is \$115,518. This interest is capitalized and added to the Outstanding Principal

* thru October, 2003, projected interest is \$165,103. This interest is capitalized and added to the Outstanding Principal

EXHIBIT F

Developer's Projected Schedule of Expenditures

East Court Village, LLC/City of Pekin Development Agreement

Projected Timeline for Drawdown of City Loan

Quarter	Estimated Amount	Purpose
3rd Quarter, 2001	\$35,000	Legal, engineering and architectural services
4th Quarter, 2001	\$500,000	Demolition Phase I and professional fees
1st Quarter 2002	\$500,000	Demolition Phase 2; begin parking lot restoration; storm water detention relocation and Professional Fees
2nd Quarter 2002	\$500,000	Finalize demolition and restoration; utility relocations; parking lot improvements and professional fees
3rd Quarter 2002	\$500,000	Landscaping, walkways, parking lot restorations; site amenities; building facades and professional fees
4th Quarter 2002	\$250,000	Landscaping, walkways, professional fees
1st Quarter 2003	\$150,000	Wrap-up of outstanding items from pre-approved list
2nd Quarter 2003	\$201,200	Wrap-up of outstanding items from pre-approved list
	\$2,636,200	

Actual draw-downs will occur monthly upon submission of itemized expenditures relating to the Property.

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08/17/2001 09:40 3099995510

EKDD
BIRDSALL & FLAHERTY

PAGE 01
PAGE 02/02

EXHIBIT C

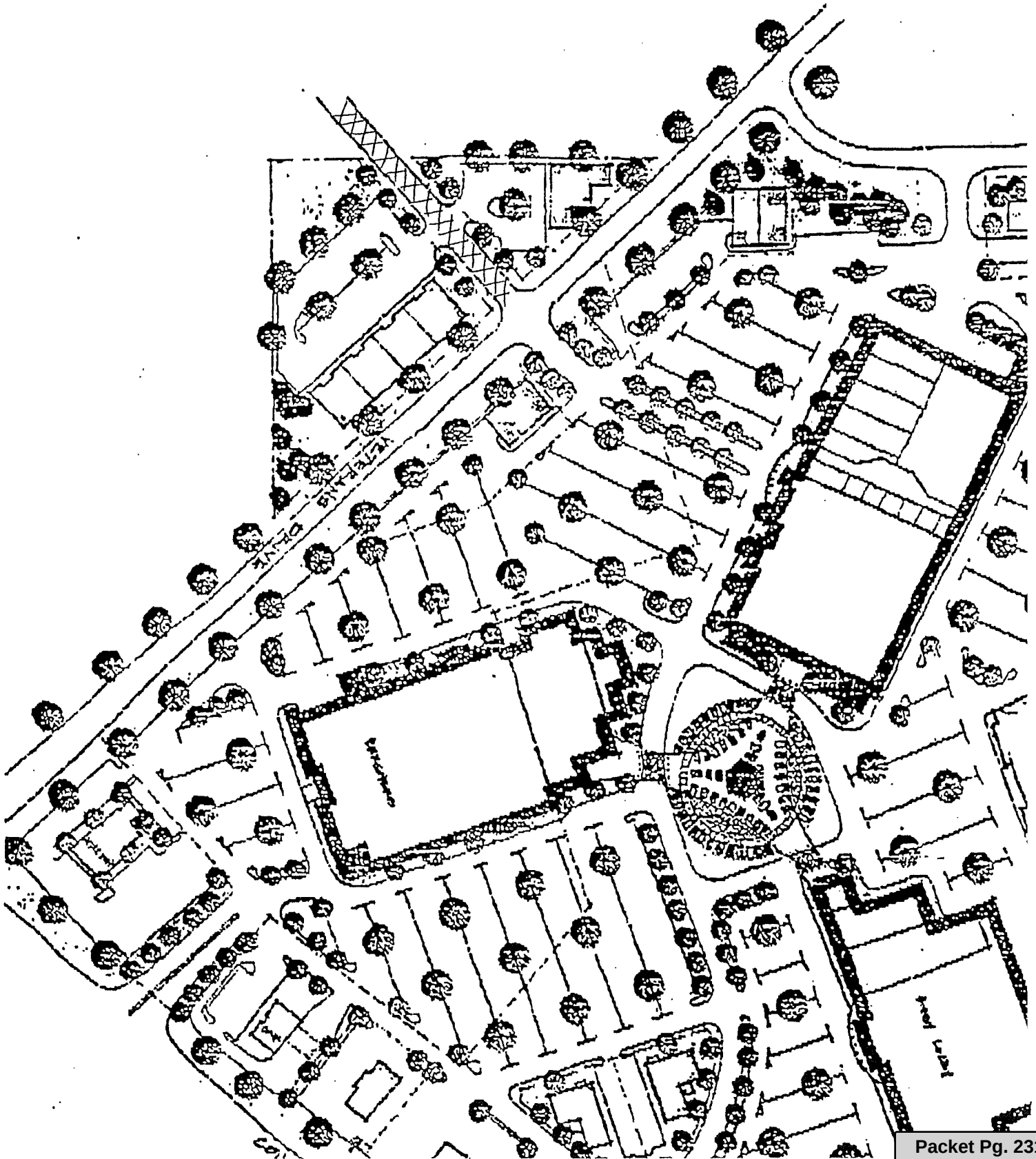
LEGAL DESCRIPTION 3.231 ACRES ±

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 NORTH, RANGE 4 WEST, OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, ALSO A PART OF AN OLD TOWNSHIP ROAD DESCRIBED AS THE EASTERLY 20 FEET OF EVEN WIDTH OF SAID SOUTHWEST QUARTER SOUTH OF TRACT I IN SAID SOUTHWEST QUARTER AS APPEARS ON A PLAT RECORDED IN PLAT BOOK "AA", AT PAGE 78 IN THE OFFICE OF THE RECORDER OF DEEDS OF TAZEWELL COUNTY, ILLINOIS, AND ALSO A STRIP OF LAND IN SAID SOUTHWEST QUARTER DESCRIBED AS A STRIP OF LAND BEING 30 FEET IN EVEN WIDTH NORTH OF THE SOUTHERLY LINE OF SAID SOUTHWEST QUARTER AND BEING EAST OF SAID TRACT I AS APPEARS IN SAID PLAT BOOK "AA", AT PAGE 78, AND WHICH SAID AREA VACATED BY THE CITY OF PEKIN, APPEARS ON SAID ABOVE REFERENCED PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 7 AS THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE NORTH $01^{\circ}05'-00''$ WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; A DISTANCE OF 507.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID TRACT I (NOW KNOWN AS MALL ROAD); THENCE SOUTH $46^{\circ}25'-00''$ WEST ALONG THE SOUTHEASTERLY LINE OF SAID TRACT I (NOW KNOWN AS MALL ROAD); A DISTANCE OF 804.58 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTHEASTERLY LINE OF SAID TRACT I (NOW KNOWN AS MALL ROAD) ON A CURVE TO THE RIGHT HAVING A RADIUS OF 495.37 FEET FOR AN ARC DISTANCE OF 178.67 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE SOUTH $89^{\circ}22'-00''$ WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 598.03 FEET TO THE POINT OF BEGINNING, CONTAINING 3.231 ACRES, MORE OR LESS, SITUATED IN TAZEWELL COUNTY AND STATE OF ILLINOIS.

EXHIBIT "H"
PUBLIC ROAD IMPROVEMENTS

The Developer will construct a road where indicated according to federal, State and local standards.



This document was prepared by:
 William P. Streeter
 Elliff, Keyser, Oberle & Dancey
 PO Box 873
 Pekin, IL 61555-0873

200100051255
 Filed for Record in
 TAZEWELL COUNTY, IL
 ROBERT LUTZ
 09-19-2001 At 10:15 am.
 MORTGAGE 21.00

When recorded, please return to:
 William P. Streeter
 Elliff, Keyser, Oberle & Dancey
 PO Box 873
 Pekin, IL 61555-0873

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

REAL ESTATE MORTGAGE

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is August 31, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:
 MORTGAGOR: EAST COURT VILLAGE, LLC, an Illinois limited liability company

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.
 LENDER: THE CITY OF PEKIN, an Illinois municipal corporation
 400 Margaret Street
 Pekin, IL 61554
2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

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

The property is located in TAZEWELL COUNTY on Route 9, Pekin, Illinois.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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

That certain promissory note executed by Mortgagor of even date herewith, in the principal sum of \$2,636,200.00, payable in accordance with the terms and conditions set

**Instrument
200100051255**

forth therein, with interest at the rate six percent (6%) per annum, and maturing on October 31, 2011.

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

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
5. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
6. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law, as may be applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
7. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

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

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

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

9. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, sells, conveys and warrants to Lender as additional security all the right, title and interest in and to any and all:
- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
 - B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

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

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

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

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

10. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
11. **DEFAULT.** Mortgagor will be in default if any of the following occur and is not cured within fourteen (14) days after Lender provides Mortgagor with written notice of such default:
- A. Any party obligated on the Secured Debt fails to make payment when due;
 - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
 - C. The making or franchising of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
 - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
 - E. A good faith belief by Lender at any time that Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
 - F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
 - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.
12. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclosure against all or part of the Property and shall have the right to possession provided by law. This Security Instrument shall continue as a lien on any part of the Property not sold on foreclosure.

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

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

14. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means all federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law and Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

- F. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
 - G. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - H. Lender may perform any of Mortgagor's obligations under this section at Mortgagor's expense.
 - I. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
 - J. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
15. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
16. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- A. Mortgagor shall keep the Property insured against loss of fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at the Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall

immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

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

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

17. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
18. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
19. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**Instrument
200100051255**

20. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
21. **WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby releases and waives any and all rights and remedies Mortgagor may now have or acquire in the future relating to the right of homestead exemption, redemption, reinstatement, appraisalment, the marshaling of liens and assets and all other exemptions as to the Property.
22. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$2,636,200.00. This limitation of amount does not include interest, attorney fees, and other fees and charges validly made pursuant to this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
23. **U.C.C. PROVISIONS.** If checked, the following applicable to, but do not limit, this Security Instrument:
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents; Issues, and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
 - ☐ **Filing As Financing Statement.** Grantor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
24. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
25. The Mortgagor warrants that the Property is not homestead property.

Instrument
200100051255

EAST COURT VILLAGE, L.L.C., an Illinois
 limited liability company

By: Cullinan Companies, L.L.C.,
 Its: Sole Managing Member

By: *Diane A. Oberhelman*
 Its: *Chairman*

STATE OF ILLINOIS)
) S.S.
 COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That
 DIANE A. OBERHELMAN, personally known to me to be the Manager of CULLINAN COMPANIES, L.L.C., the
 sole managing member of EAST COURT VILLAGE, L.L.C., an Illinois limited liability, and personally known to
 me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in
 person and acknowledged that she signed and delivered said instrument as the free and voluntary act of said
 company and as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of September, 2001.



Cheryl B. Hawkins
 Notary Public

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

Instrument
200100051255

EXHIBIT A

BEGINNING AT AN IRON PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 7 TOWNSHIP 24-NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN AND PROCEEDING NORTH 01 DEGREES 05 MINUTES 00 SECONDS WEST 507.74 FEET, THENCE NORTH 46 DEGREES 25 MINUTES 00 SECONDS EAST 604.58 FEET ALONG THE SOUTHEASTERLY LINE TRACT 1 PER PLAT BOOK AA, PAGE 78, THENCE NORTH 89 DEGREES 22 MINUTES 00 SECONDS EAST 596.03 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7 BACK TO THE POINT OF BEGINNING. CONTAINING 3.231 ACRES PLUS OR MINUS, SITUATED IN TAZEWELL COUNTY, STATE OF ILLINOIS.

Tax ID# 11-11-07-307-007

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

200100051256
 Filed for Record in
 TAZEWELL COUNTY, IL
 ROBERT LUTZ
 09-19-2001 At 10:15 AM.
 RIGHT OF FI 18.00

7
Done

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This Memorandum of Right of First Refusal is recorded this date to provide notice that East Court Village, LLC, an Illinois limited liability company ("East Court Village"), has granted, as security, a right of first refusal to purchase the real property described herein, to the City of Pekin, Illinois, an Illinois municipal corporation (the "City").

1. Property. The legal description of the property which is the subject of the right of first refusal is attached hereto as Exhibit A and incorporated herein by this reference.

2. Terms. The right of first refusal is security for that certain loan made by the City to East Court Village evidenced by a Note dated August 31, 2001. Said loan is in the principal amount of \$2,636,200.00, with interest accruing at the rate of 6% per annum, and maturing on October 30, 2011.

3. Other Terms. The right of first refusal is further subject to the terms and conditions of that certain Development Agreement dated August 31, 2001, by and between the City and East Court Village.

CITY OF PEKIN, ILLINOIS, an
 Illinois municipal corporation

EAST COURT VILLAGE, L.L.C., an
 Illinois limited liability company

By: *R. Paul Lutz*
Mayor

By: Cullinan Companies, L.L.C., its
 member.

By: *David A. Oberlin*

Its: *Chairman*

David McMillan
City Clerk

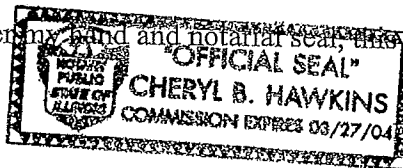
Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

Instrument
200100051256

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That DIANE A. OBERHELMAN, personally known to me to be the Manager of CULLINAN COMPANIES, L.L.C., the sole managing member of EAST COURT VILLAGE, L.L.C., an Illinois limited liability, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as the free and voluntary act of said company and as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 14th day of September, 2001.



Cheryl B. Hawkins
Notary Public

STATE OF ILLINOIS)
) S.S.
COUNTY OF TAZEWELL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify That R. DAVID TEBBEN and SUE McMILLAN, personally known to me to be the Mayor and City Clerk respectively of CITY OF PEKIN, an Illinois Municipal Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as the free and voluntary act of the municipal corporation and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 17th day of September, 2001.



William P. Streeter
Notary Public

This Instrument Prepared By:

William P. Streeter
Elloff, Keyser, Oberle & Dancey, P.C.
109 So. Fourth St., P.O. Box 873
Pekin, IL 61555-0873
(309) 346-4148

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

Instrument
200100051256

SCHEDULE A

Parcel 1(A)

A part of the South 1/2 of Section 7, Elm Grove Township, Township 24 North, Range 4 West of the Third Principal Meridian, more particularly described as follows: Commencing at an iron pipe 30 feet North and 20 feet West of the Southeast corner of the Southwest 1/4 of said Section 7 as the Point of Beginning of the tract to be described; thence North 01 degrees 05 minutes 00 seconds West along the Westerly right-of-way line of a Township Road a distance of 536.42 feet to an iron pipe; thence South 46 degrees 25 minutes 00 seconds West a distance of 630.43 feet to an iron pipe; thence North 19 degrees 34 minutes 08 seconds West a distance of 429.30 feet to an iron pipe; thence North 70 degrees 25 minutes 52 seconds East a distance of 320.0 feet to an iron pipe; thence North 19 degrees 34 minutes 08 seconds West a distance of 440.00 feet to an iron pipe; thence North 38 degrees 25 minutes 52 seconds East a distance of 310.0 feet to an iron pipe; thence South 51 degrees 34 minutes 08 seconds East a distance of 355.0 feet to an iron pipe; thence North 41 degrees 35 minutes 29 seconds East a distance of 203.02 feet to an iron pipe on the Southwesterly right-of-way line of S.B.I. Route 164

See Continuation Sheet

EXCEPTING therefrom a tract described as follows: all of Lot "A" and a part of Lot "B" in the East 1/2 of the Southwest 1/4 of Section 7, and a part of the Southwest 1/4 of Section 7, all being in Township 24 North, Range 4 West of the Third Principal Meridian being more particularly described as follows: Commencing at the intersection of the East line of Lot 1 in Pekin Heights Subdivision, being a subdivision of a part of the Southwest 1/4 of said Section 7, and the Southwesterly right-of-way line of Illinois Route 9, thence South 53 degrees 20 minutes 17 seconds East (bearings assumed for the purpose See Continuation Sheet

Packet Pg. 245

Instrument
200100051256

of description only) (the next five calls being along the Southwesterly right-of-way line of Illinois Route 9), a distance of 321.5 feet; thence Northeasterly, a distance of 10 feet; thence South 53 degrees 20 minutes 17 seconds East, a distance of 172.40 feet; thence South 53 degrees 20 minutes 17 seconds East, a distance of 127.60 feet; thence South 48 degrees 24 minutes 29 seconds East, a distance of 140.20 feet to the Point of Beginning of the tract to be described; thence continuing South 48 degrees 24 minutes 29 seconds East along the Southeasterly right-of-way line of Illinois Route 9, a distance of 30.22 feet, thence in a Southwesterly direction along the Southwesterly right-of-way line of Illinois Route 9 on a curve to the right having a radius of 34,285.47 feet, for an arc distance of 206.47 feet; thence South 38 degrees 18 minutes 33 seconds West, a distance of 183.64 feet; thence North 51 degrees 41 minutes 27 seconds West, a distance of 236.61 feet; thence North 38 degrees 18 minutes 33 seconds East, a distance of 182.31 feet to the Point of Beginning.

Also EXCEPTING therefrom a tract to be described as follows: A part of the South 1/2 of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at an iron pipe 30 feet North and 20 feet West of the Southeast corner of the Southwest 1/4 of said Section 7 and running thence North 01 degrees 05 minutes 00 seconds West along the Westerly right-of-way line of a Township Road a distance of 536.42 feet to an iron pipe, thence North 46 degrees 25 minutes 00 seconds East along the Northwesterly right of way line of a township road (now known as Mall Road) a distance of 377.33 feet; thence North 43 degrees 35 minutes 00 seconds West a distance of 268.0 feet; thence North 47 degrees 41 minutes 46 seconds East a distance of 210.86 feet to a point on the Southwesterly right-of-way line of Illinois Route 9, thence Northwesterly along the Southwesterly right-of-way line of Illinois Route 9, said right-of-way line being a curve to the left having a radius of 34,277.47 feet, for an arc distance of 103.89 feet to the Point of Beginning of the tract to be described. From the Point of Beginning running thence South 41 degrees 31 minutes 52 seconds West, a distance of 168.72 feet; thence north 55 degrees 29 minutes 19 seconds West a distance of 95.49 feet; thence North 51 degrees 34 minutes 08 seconds West a distance of 237.71 feet; thence North 38 degrees 29 minutes 30 seconds East a distance of 150.26 feet; thence South 51 degrees 30 minutes 30 seconds East a distance of 22.70 feet; thence North 37 degrees 37 minutes 26 seconds East a distance of 35.00 feet to a point on the Southwesterly right-of-way line of Illinois Route 9; thence South 46 degrees 44 minutes 15 seconds East along the said Southwesterly right-of-way line of Illinois Route 9 a distance of 100.06 feet; thence Southeasterly along the said Southwesterly right-of-way line, said right-of-way line being a curve to the right, having a radius of 34,277.47 feet, for an arc distance of 220.04 feet to the Point of Beginning; situate, lying and being in the County of Tazewell and State of Illinois.

See Continuation Sheet

(10/97 Display on 21.4WV. 11.0A12AC03)

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

Instrument
200100051256

A part of the Southwest 1/4 of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as the Easterly 20 feet in even width of said Southwest 1/4 South of Tract 1 in said Southwest 1/4 as appears on plat recorded in Plat Book "AA", at page 78 in the Office of the Recorder of Deeds of Tazewell County, Illinois, and also, a strip of land in said Southwest 1/4 more particularly described as being a strip of ground being 30 feet in even width North of the Southerly line of said Southwest 1/4 and being East of said Tract 1 as appears in said Plat Book "AA", page 78 in the Office of the Recorder of Deeds of Tazewell County, Illinois, and which said area vacated by the City of Pekin, Illinois, appears on said above referenced plat.

Parcel II

A part of the South 1/2 of Section 7, Elm Grove Township, Township 24 North, Range 4 West of the Third Principal Meridian, more particularly described as follows: Commencing at an iron pipe 30 feet North and 20 feet West of the Southeast corner of the Southwest 1/4 of said Section 7; thence North 01 degrees 05 minutes 00 seconds West along the Westerly right-of-way line of a Township Road a distance of 536.42 feet to an iron pipe, said point also being the Point of Beginning of the tract to be described; thence North 46 degrees 25 minutes 00 seconds East along the Northwesternly right-of-way line of a Township Road a distance of 377.33 feet to an iron pipe; thence North 43 degrees 35 minutes 00 seconds West a distance of 268.0 feet to an iron pipe; thence North 47 degrees 41 minutes 46 seconds East a distance of 210.86 feet to an iron pipe on the Southwesterly right-of-way line of S.B.I. Route 164 marked Illinois Route 9; thence Northwesternly on a curve to the left having a radius of 34,277.47 feet for an arc distance of 110.00 feet to an iron pipe; thence South 41 degrees 35 minutes 29 seconds West a distance of 203.02 feet to an iron pipe; thence North 51 degrees 34 minutes 08 seconds West a distance of 355.0 feet to an iron pipe; thence South 38 degrees 25 minutes 52 seconds West a distance of 310.0 feet to an iron pipe; thence South 19 degrees 34 minutes 08 seconds East a distance of 440.0 feet to an iron pipe; thence South 70 degrees 25 minutes 52 seconds West a distance of 320.0 feet to an iron pipe; thence South 19 degrees 34 minutes 08 seconds East a distance of 429.30 feet to an iron pipe; thence North 46 degrees 25 minutes 00 seconds East a distance of 630.43 feet to the Point of Beginning, situate, lying and being in the County of Tazewell and State of Illinois.

Parcel III

Lot Y in the subdivision No. 2 for Lenora A. Orr of a part of the Southwest 1/4 of the Southwest 1/4 of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian, Tazewell County, Illinois, as shown by a plat recorded in Plat Book "M", page 20.
See Continuation Sheet

(10/97 Display for 25-WIN-1-IL-CMTACON)

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

Instrument
200100051256

EXCEPTING THEREFROM, the following: Beginning at an iron pipe at the Southeast corner of the Southwest 1/4 of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian and proceeding North 01 degrees 05 minutes 00 seconds West 507.74 feet, thence North 46 degrees 25 minutes 00 seconds East 604.58 feet along the Southeasterly line tract 1 per Plat Book AA, Page 78, thence North 89 degrees 22 minutes 00 seconds East 596.03 feet along the South line of the South East 1/4 of the Southwest 1/4 of section 7 back to the Point of Beginning.

Tax ID# 11-11-07-307-007
11-11-07-307-008
11-11-07-305-014

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

LOAN GUARANTY AGREEMENT

AGREEMENT made and entered into this 14th day of September, 2001, by and between CITY OF PEKIN, a municipal corporation, hereinafter referred to as the "Lender," and DIANE A. OBERHELMAN, hereinafter referred to as the "Guarantor."

Recitals

EAST COURT VILLAGE, L.L.C., an Illinois limited liability company, hereinafter referred to as the "Borrower," desires to have credit extended to it by the Lender.

The Guarantor is a principal of the sole member of the Borrower.

The Lender refuses to extend credit to the Borrower unless an absolute and unconditional guaranty of payment is made and executed by the Guarantor herein.

IT IS THEREFORE AGREED:

1. **Obligation.** The Guarantor unconditionally guarantees to the Lender the payment of any and all indebtedness of the Borrower to the Lender related to that certain Loan in the amount of \$2,636,200.00, or such sums as actually advanced but not to exceed \$2,636,200.00, made on or about September 14, 2001 (the "Loan"). The word "indebtedness" is used herein in its most comprehensive sense and includes, with respect to the Loan, any and all advances, debts, obligations, and liabilities of the Borrower heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether the Borrower may be liable individually or jointly with others, or whether such obligation may be or hereafter become otherwise unenforceable.

2. **Waiver.** Presentment, demand, protest, and notice of protest and dishonor and diligence in collecting any said indebtedness are each and all waived. The granting of any extension or suffering of any indulgence to the Borrower or any other party to any of said indebtedness even though without notice to the undersigned shall in no way affect the obligation hereunder.

3. **Consent to Lender's Act.** The Guarantor agrees, without affecting the Guarantor's liability to the Lender hereunder, that the Lender may, without notice to or further consent of the Guarantor, upon such terms as it may deem advisable:

(a) Modify or otherwise change any terms of all or any part of the indebtedness or the rate of interest thereon, grant any extension or renewal thereof, and any other indulgence with respect thereto, and effect any release, compromise, or settlement with respect thereto;

(b) Enter into any agreement of forbearance with respect to all or any part of the indebtedness or with respect to all or any part of the collateral and change the term of any such agreement;

(c) Forbear from calling for additional collateral to secure any of the indebtedness or to secure any obligation comprised in the collateral;

(d) Consent to the substitution, exchange, or release of all or any part of the collateral, whether or not the collateral, if any, received by the Lender upon any such substitution, exchange, or release shall be of the same or of a different character or value than the collateral surrendered by the Lender;

(e) In the event of the nonpayment when due, whether by acceleration or otherwise, of any of the indebtedness, or in the event of default in the performance of any obligation comprised in the collateral, realize on the collateral or any part thereof, as a whole or in such parcels or subdivided interests as the Lender may elect, at any public or private sale or sales, for cash or on credit, or for future delivery, without demand, advertisement or notice of the time, or place of sale of any adjournment thereof, or by foreclosure or otherwise, or forbear from realizing thereon, all as the Lender in its complete discretion may deem proper, and may purchase all or any part of the collateral for its own account at any public sale or foreclosure, such powers to be exercised only to the extent permitted by law.

4. **Representations.** The Guarantor represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Lender hereunder, or the immediate effectiveness of this Guaranty as the sole agreement between the Guarantor and the Lender with respect to guaranteeing the Borrower's obligation to the Lender.

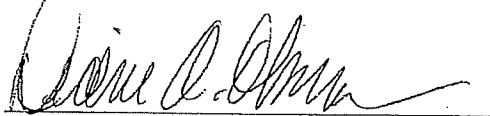
5. **Remedies.** The Lender may at its option proceed in the first instance against the Guarantor, to collect any obligation covered by this Guaranty, without first proceeding against the Borrower, or any other person, firm, or corporation, and without first resorting to any property at the time held by the Lender as collateral security.

6. **Attorneys Fees Provision.** For value received, the undersigned Guarantor absolutely and unconditionally guarantees prompt payment on this Loan and agrees to pay all costs, legal expenses, and attorneys' fees incurred or paid by the Lender of this Loan in collection and enforcement of this Loan.

7. **Governing Law.** This Guaranty shall be governed by the laws of the State of Illinois.

Executed at Pekin, Illinois, on the day and year first above written.

GUARANTOR:

A handwritten signature in black ink, appearing to read "Diane A. Oberhelman", written over a horizontal line.

DIANE A. OBERHELMAN

EAST COURT VILLAGE, LLC, and Illinois limited liability company BORROWER'S NAME AND ADDRESS "I" includes each borrower above, joint and severally.	CITY OF PEKIN, an Illinois municipal corporation 400 Margaret Street Pekin, IL 61554 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Date <u>August 31, 2001</u> Maturity Date <u>October 30, 2011</u> Loan Amount <u>\$2,636,200.00</u> Renewal Of _____
---	---	---

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of **TWO MILLION, SIX HUNDRED THIRTY-SIX THOUSAND, TWO HUNDRED AND NO/100** Dollars \$ 2,636,200.00

☐ **Single Advance:** I will receive all of this principal sum on _____. No additional advances are contemplated under this note.
☒ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. The principal sum shall be disbursed as described in that certain Development Agreement by and between the Borrower and Lender dated August 31, 2001 (the "Development Agreement").

Conditions: The conditions for disbursements are satisfactory compliance with the terms and conditions of the Development Agreement.

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from disbursement at the rate of six percent (6%) per annum, until paid in full.

☐ **Variable Rate:**

☐ **Index Rate:**

☐ **No Rate:** The future rate will not be subject to an internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____.

A change in the interest rate will take effect _____.

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %. The rate may not change more than _____ % each _____.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

☐ _____

ACCUAL METHOD: Interest will be calculated on a 365/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☐ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☒ at a rate equal to 12.00%

☒ **LATE CHARGE:** If a payment is made more than 15 days after it is due, I agree to pay a late charge of 5% of payment amount

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above:

PAYMENTS:

☐ **Interest:** I agree to pay accrued interest _____

☐ **Principal:** I agree to pay the principal _____

☒ **Installments:** I agree to pay this note as described in the Development Agreement and according to the schedule in Exhibit A attached hereto and incorporated herein by this reference. The final payment of the entire unpaid balance of principal and interest will be due October 30, 2011.

ADDITIONAL TERMS:

DEFINITIONS: As used on page 1, "□" means the terms that apply to this loan. "P", "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties), who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of Illinois will govern this note. Any term of this note which is contrary to applicable law will not be effective. Unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time of the essence in this agreement.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advance at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year". If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for

DEFAULT: I will be in default if any one or more of the following occur and is not cured within fourteen (14) days after you provide me with written notice of such default: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempt to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before make such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

CONFESSION OF JUDGMENT: In addition to your remedies listed herein, I authorize any attorney to appear in any court of record having jurisdiction over this matter and to confess judgment, without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated by this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you

EXHIBIT A

Loan Repayment Schedule

**East Court Village, LLC/City of Pekin
Development Agreement**

Amortization Schedule

Base Amount of Loan \$2,636,200

Payment Date	for Principal and Accrued Interest	for Interest*	Total Payment to City	Remaining Principal & Accrued Interest
by October 30, 2002	\$0	\$0	\$0	\$2,751,718
by October 30, 2003	\$0	\$0	\$0	\$2,916,821
by October 30, 2004	\$72,921	\$175,009	\$247,930	\$2,843,900
by October 30, 2005	\$145,841	\$170,634	\$316,475	\$2,698,059
by October 30, 2006	\$218,762	\$161,884	\$380,645	\$2,479,298
by October 30, 2007	\$291,682	\$148,758	\$440,440	\$2,187,616
by October 30, 2008	\$437,523	\$131,257	\$568,780	\$1,750,093
by October 30, 2009	\$510,444	\$105,006	\$615,449	\$1,239,649
by October 30, 2010	\$583,364	\$74,379	\$657,743	\$656,285
by October 30, 2011	\$656,285	\$39,377	\$695,662	\$0
	\$2,916,821			

* thru October, 2002, projected interest is \$115,518. This interest is capitalized and added to the Outstanding Principal

* thru October, 2003, projected interest is \$165,103. This interest is capitalized and added to the Outstanding Principal

AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY
(10-17-92)

Policy No. 72107- 020496

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

By:

President



By:

Secretary

LOAN

SCHEDULE A

OFFICE FILE NUMBER	POLICY NUMBER	DATE OF POLICY	AMOUNT OF INSURANCE
1 0042B-01	2 7210672106-012664	3 09/19/01 03 : 00 p.m.	4 \$ 2,636,200.00
0042B-01	72107-020497	09/19/01 03 : 00 p.m.	\$ 2,636,200.00

1. Name of Insured:

The City of Pekin, an Illinois municipal corporation

2. Title to the estate or interest in the land is vested in:

East Court Village, LLC, an Illinois limited liability company

3. The estate or interest in the land which is encumbered by the insured mortgage is:

Fee Simple

4. The insured mortgage and assignments thereof, if any, are described as follows:

\Mortgage dated August 31, 2001 and recorded September 19, 2001 as Document No. 51255 made by East Court Village, LLC, an Illinois limited liability company to The City of Pekin, an Illinois municipal corporation to secure an indebtedness in the principal amount of \$2,636,200.00.

5. The land referred to in this Policy is described as follows:

Beginning at an iron pipe at the Southeast corner of the Southwest 1/4 of Section 7, Township 24 North, Range 4 West of the Third Principal Meridian and proceeding North 01 degrees 05 minutes 00 seconds West 507.74 feet, thence North 46 degrees 25 minutes 00 seconds East 604.58 feet along the Southeasterly line tract 1 per Plat Book AA, Page 78, thence North 89 degrees 22 minutes 00 seconds East 596.03 feet along the South line of the South East 1/4 of the Southwest 1/4 of Section 7 back to the Point of Beginning containing
See Continuation Sheet

BIRDSALL & FLAHERTY, L.L.C.

NAME OF AGENT

211 FULTON STREET
SUITE 602

PEORIA

999-5500
PHONE NUMBER

IL 61602

SCHEDULE A
ALTA Loan/Owners

MAILING ADDRESS

CITY
This Policy valid only if Schedule B is attached.

STATE ZIP
(03/99 DisplaySoft 25-WIN-1-IL-LOANA1)

ADDED PAGE

(Schedule A-5 Continued)

Policy Number 72107-020497

3.231 acres, situated in Tazewell County and State of Illinois.

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

LOAN
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B

Policy Number: 72107-020497

Loan

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Special Exceptions:

1. Confirmed special assessments, if any, constructive notice of which is not imparted by the records of the Recorder of Deeds.
2. Rights of the public, the State of Illinois, the county, the township and the municipality in and to that part of the premises in question taken, used, or dedicated for roads or highways.

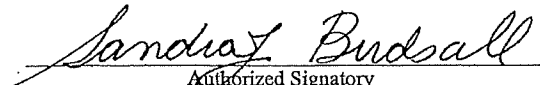
Dedication for road purposes by instrument recorded in Book 2155 page 138 and described as Tract 1 shown on the plat recorded March 10, 1977 in Plat Book "AA", page 78.

3. Rights of way for drainage ditches, drain tiles, feeders, laterals, and underground pipes, if any.
4. Rights of public and quasi-public utilities in the vacated township road for maintenance therein of poles, conduits, sewers and other facilities.
5. Rights of parties in possession, encroachments, overlaps, boundary line disputes, and any such matters as would be disclosed by an accurate survey and inspection of the land, and easements or claims of easements not shown by the public records.
6. Taxes for the year 2001 which are a lien although not yet due or payable.

See Continuation Sheet

Countersigned

BIRDSALL & FLAHERTY, L.L.C.


Authorized Signatory

SCHEDULE B (EXTENDED COVERAGE) Schedule B of this Policy consists of

page(s).

Attachment: Ord. 2260 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

ADDED PAGE

(Schedule B Continued)

Policy Number 72107-020497

Taxes for the year 2000 have been paid in the amount of \$85,400.04
(Affects Tax ID Number 11-11-07-307-007)

Taxes for the year 2000 have been paid in the amount of \$67,662.14
(Affects Tax ID Number 11-11-07-307-008)

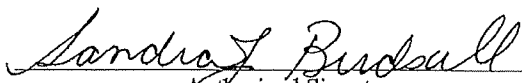
Taxes for the year 2000 have been paid in the amount of
\$32.20 (Affects Tax ID Number 11-11-07-305-014)

7. Memorandum of Right of First Refusal between East Court Village, LLC and the City of Pekin dated August 31, 2001 and recorded September 19, 2001 as Document No. 51256.
8. Grant of Mineral Rights contained in a deed dated February 22, 1913 and recorded in Vol. 185, page 434 and a deed dated March 16, 1921 and recorded in Vol. 217, page 144.
9. Easements in favor of Central Illinois Light Company, its successors and/or assigns and provisions relating thereto contained in grants recorded in Vol. 269, page 519, Vol. 269, page 515, Vol. 561, page 79, Book 2656, page 201, Book 3369 page 185 and as Document No. 97-18203.
10. Building and use restrictions prohibiting the sale of alcohol beverages or use as a tavern, contained in Warranty Deeds recorded in Vol. 589 page 690 and Vol. 590 page 726.
11. Easements in favor of the City of Pekin for sanitary sewers recorded in Book 882 page 561 and Book 882 page 565.
12. Easement in favor of Central Telephone Company of Illinois, its successors and assigns and the provisions relating thereto contained in grant recorded in Book 932 page 194.
13. Water line easement in favor of William Bouris and the provisions contained therein recorded in Book 984 page 177.

See Continuation Sheet

Countersigned

BIRDSALL & FLAHERTY, L.L.C.


Authorized Signatory

ADDED PAGE

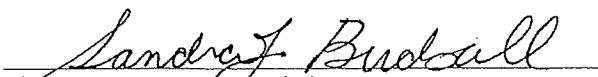
(Schedule B Continued)

Policy Number 72107-020497

14. Storm drainage easement in favor of the City of Pekin and the provisions contained in the plat recorded in Plat Book ~AA~, page 78.
15. Existing unrecorded leases and all rights thereunder of the Lessees and of any person or party claiming by, through or under the Lessees.
16. Access Easement recorded as Document No. 9507506 and the terms and provisions therein contained.
17. Deed restriction in Special Warranty Deed from Tazewell Investment Fund, LLC to East Court Village, LLC as follows: Grantee agrees that unless and until approved by the Illinois Environmental Protection Agency ("IEPA"), no portion of the real estate can be used for residential purposes, and in addition, no groundwater located beneath the real estate can be used for consumption or for any other domestic use whatsoever. Further, unless and until approval by the IEPA, Grantee will permit the installation of engineered barriers to cover any said contamination on portions ("BFI Portions") of the real estate presently or previously leased or subleased to Bridgestone/Firestone, Inc. Finally, Grantee agrees that any paving or structure presently located on the BFI Portions which cover said contamination may not be removed without consent of the IEPA.

Countersigned

BIRDSALL & FLAHERTY, L.L.C.


Authorized Signatory

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2939-20/21

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT &
BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PEKIN

AND

EAST COURT VILLAGE, LLC

AND

EAST COURT VILLAGE II, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

AND

PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 14TH DAY OF DECEMBER, 2020.

**PEKIN, ILLINOIS
COURT STREET TAX INCREMENT FINANCING
DISTRICT & BUSINESS DEVELOPMENT
DISTRICT**

REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, ILLINOIS

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

DECEMBER 14th, 2020

establish a Business Development District wherein it may impose a tax, the revenues from which, may be used to pay certain Business District Project Costs including but not limited to financing costs; and

WHEREAS, the City has adopted a Business Development District pursuant to the BDD Act known as the Pekin Business Development District No. 1 (the "BDD"); and

WHEREAS, included in the proposed TIF District and the BDD is property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-023) (hereinafter referred to as the "ECV Property"); and

WHEREAS, included in the proposed TIF District and the BDD is property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-008) (hereinafter referred to as the "Bergners Property"); and

WHEREAS, included in the proposed TIF District and the BDD is property owned by ECVII located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-308-012) (hereinafter referred to as the "ECVII Property"); and

WHEREAS, ECV and the City previously entered into a Development Agreement dated August 20, 2001 (the "ECV Agreement") regarding the development of the ECV Property and the Bergners Property. Said Development Agreement was subsequently amended by a first amendment thereto on July 13, 2009 and a second amendment thereto on July 1, 2012; and

WHEREAS, pursuant to the terms of the ECV Agreement, as amended, ECV issued three promissory notes (hereinafter, collectively, referred to as the "ECV Promissory Notes") payable to the City: (1) Promissory Note dated August 31, 2001 in the original amount of \$2,636,200, (2) Promissory Note dated May 1, 2013 in the original amount of \$1,200,000.00, and (3) Promissory Note dated June 10, 2013 in the original amount of \$800,000.00; and

WHEREAS, the ECV Promissory Notes are secured by a mortgage issued in favor of the City and recorded against the ECV Property. The original mortgage is dated August 31, 2001 and was subsequently modified by a Modification of Mortgage dated July 13, 2009, and by a Second Modification of Mortgage dated July 1, 2012. Said Mortgage and all subsequent modifications thereto shall be hereinafter referred to as the "ECV Mortgage"; and

WHEREAS, ECVII and the City previously entered into a Development Agreement dated on or about December 13, 2004 (the "ECVII Agreement") regarding the development of the ECVII Property. Said Development Agreement was subsequently amended by a first amendment thereto on July 13, 2009, and a second amendment thereto on July 1, 2012; and

WHEREAS, pursuant to the terms of the ECVII Agreement, as amended, ECVII issued a promissory note dated December 13, 2004 in the original amount of \$500,000.00 (hereinafter referred to as the "ECVII Promissory Note"); and

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

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

DEFINITIONS

“BDD Eligible Project Costs”: BDD Eligible Project Costs shall mean those costs which are eligible for reimbursement under the BDD Act.

“BDD Sales Tax Revenues”: For the purpose of this Agreement, BDD Sales Tax Revenues shall be defined as the City’s One Percent (1%) rate of Business District Retailers’ Occupation Tax and/or Business District Service Occupation Tax (65 ILCS 5/11-74.3-1 et seq.) on businesses located within the proposed Pekin Business Development District; and

“Municipal Sales Tax Revenues”: For the purpose of this Agreement, Municipal Sales Tax Revenues shall be defined as the City’s base municipal rate (which is currently One Percent (1%)) of Retailer’s Occupation Tax (35 ILCS 120/1 et seq.), Service Occupation Tax (35 ILCS 115/1 et seq.), Use Tax (35 ILCS 105/1 et seq.) and Service Use Tax (35 ILCS 110/1 et seq.).

“Municipal Home Rule Tax Revenues”: For the purpose of this Agreement, Municipal Home Rule Tax Revenues shall be defined as any Home Rule Municipal Retailer’s Occupation Tax (65 ILCS 5/8-11-1) and Home Rule Municipal Service Occupation Tax (65 ILCS 5/11-8-5). For the purpose of this Agreement, Municipal Home Rule Tax Revenues excludes any Home Rule Food, Beverage, and Liquor Sales Tax adopted by the City.

“TIF Eligible Project Costs”: TIF Eligible Project Costs shall mean those costs which are eligible for reimbursement under the TIF Act and including but not limited to such costs described in *Exhibit 1* attached hereto.

A. PRELIMINARY STATEMENTS AND COMMITMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act and BDD Act, unless indicated to the contrary.
3. The Developer agrees to complete the Project within Twenty-Four (24) months from the date of execution of this Agreement subject to exception of Force Majeure (defined below). For the purpose of this Agreement, the Developer’s Project will be deemed complete when the rehabilitation of the former Bergner’s building located on the Property is complete and available for lease to commercial tenants.

Promissory Notes shall be due on an annual basis with the first such payment being due on or before December 31, 2021 and continuing on or before December 31st of each year thereafter through and including the final payment due on or before December 31, 2040. The amortization schedule for the ECV Promissory Notes is included in *Exhibit "2"* attached hereto.

- b. Modification of ECVII Promissory Note: The Parties agree that the current principal balance owed on the ECVII Promissory Note is \$275,197.67. Said amount of \$275,197.67 shall be amortized over a period of 20 years beginning January 1, 2021. Interest on the ECVII Promissory Note shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECVII Promissory Note shall be due on an annual basis with the first such payment being due on or before December 31, 2021 and continuing on or before December 31st of each year thereafter through and including the final payment due on or before December 31, 2040. The amortization schedule for the ECV Promissory Notes is included in *Exhibit "2"* attached hereto.
- c. ECV previously issued a mortgage in favor of the City as security for the ECV Promissory Notes. The Parties agree that said mortgage shall remain in full force and effect as security for the ECV Promissory Notes attached hereto. The Parties agree to execute whatever documents or mortgage modifications are necessary to effectuate this provision.
- d. The Parties agree that the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Municipal Home Rule Tax Revenues the Developer is otherwise entitled to receive pursuant to Sections C(2), C(3), and C(4) below in any given year shall be first used to make the payments due on the ECV Promissory Notes and ECVII Promissory Note hereunder for that year before being reimbursed to the Developer. Notwithstanding anything in this Agreement to the contrary, no payment will be made by the Developer until the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined. In the event any portion of the annual payment of principal and interest is due on said notes after the application of the amounts calculated in Sections C(2), C(3) and C(4) below for that year, the Developer shall pay the amount of any such shortfall on or before January 31st of the following year or as soon as the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined.
 - i. Allocation of Revenues: The Parties agree that of the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Home Rule Tax Revenues to be applied to payments due on the ECV Promissory Notes and ECVII Promissory Note, Twelve Percent (12%) of said revenues shall be applied to payments due on the ECVII Promissory Note, and Eighty-Eight Percent (88%) shall be applied to payments due on the ECV Promissory Notes.
- e. This Agreement, including the modification of the ECV Promissory Notes and ECVII Promissory Note as set forth herein, is contingent, in its entirety, on the City receiving the personal unconditional guarantee of the payment of said Notes from Diane A.

BDD Sales Tax Revenues generated by the Bergners Property, the ECV Property, and site of the former Gold's Gym located on the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, ECV Property and/or site of the former Gold's Gym located on the ECVII Property) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

3. REIMBURSEMENT OF MUNICIPAL SALES TAX REVENUES

The City shall reimburse the Developer **One Hundred Percent (100%) of the Municipal Sales Tax Revenues generated by any business(es) located on the Bergners Property and Fifty Percent (50%) of the Municipal Sales Tax Revenues generated by any business located on the ECV Property and any business located on the ECVII Property.**

Such reimbursement shall be calculated on a quarterly basis based on the Municipal Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence with Municipal Sales Tax Revenues generated in year 2021 and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in *Section C(1)* above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of BDD Sales Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve Percent (12%) of such Municipal Sales Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Municipal Sales Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, the ECV Property, and the ECVII Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergners Property, the ECV Property, and the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, the ECV Property, and the ECVII Property) to provide such

authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement

5. REIMBURSEMENT OF REAL ESTATE TAX INCREMENT GENERATED BY THE PROJECT LOCATED ON THE PROPERTY

Once the TIF District Plan and Area are formally adopted, the City shall reimburse the Developer **Seventy Percent (70%) of the "net" real estate tax increment generated by the ECV Property, ECVII Property, and Bergner's Property for reimbursement of the Developer's TIF Eligible Project Costs which are described on Exhibit 1** attached hereto and verified pursuant to *Section F* below. For the avoidance of doubt, TIF Eligible Project Costs shall include those costs which are eligible for reimbursement under the TIF Act and are incurred for redevelopment of the Bergners Property, ECV Property and/or ECVII Property. Such reimbursements shall commence with real estate tax increment generated in tax year 2021 payable in year 2022 and continue for the current anticipated remaining life of the TIF District (tax year 2044 payable 2045), or upon the Developer receiving an amount, when added to the reimbursements made by the City to the Developer pursuant to *Section C(2)* above, not to exceed that amount of Estimated Project Costs set forth in *Exhibit "I"* attached hereto.

"Net" real estate tax increment is defined as increases in annual real estate tax increment derived from the ECV Property, ECVII Property, and Bergners' Property after payment of the proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer's proportionate amount is calculated by dividing the increment generated by ECV Property, ECVII Property, and Bergners Property by the total TIF District increment and multiplying the result by such administrative fees and costs, and payments pursuant to any TIF District Intergovernmental Agreements.

- a. "Net" real estate tax increment shall exclude any real estate tax increment generated as a result of new construction undertaken by the Developer of new buildings or expansion of existing buildings beyond their current footprint that occurs within the TIF District.
- b. Reimbursement of TIF increment under this Subsection 5 is contingent on the City's successful establishment of the TIF District. The City shall use its best good faith effort to establish such TIF District.

6. **LIMITATION OF INCENTIVES TO DEVELOPER**

- a. The reimbursement of Municipal Sales Tax Revenues generated by the ECV Property and ECVII property made by the City to the Developer pursuant to *Section C(3)* above **shall not exceed \$70,000.00 in any year.**

Developer hereunder shall cease and the Developer shall owe the entire balance of principal and interest then due on the Loan within thirty (30) days of receiving written demand of the same from the City.

E. SALES TAX INCENTIVE PROVISIONS

1. **Sales Tax Rebate Qualifications:** In addition, the City enters into this Agreement under 65 ILCS 5/8-11-20 having made the following findings:
 - a. That the building on the Property no longer comply with current building codes and have remained less than significantly unoccupied or underutilized for a period of at least one year;
 - b. That the Project is expected to create or retain job opportunities within the municipality;
 - c. That the Project will serve to further the development of adjacent areas;
 - d. That without the Agreement, the Project would not be possible;
 - e. That the Developer meets high standards of creditworthiness and financial strength as demonstrated by attached letter from a financial institution with assets of \$10,000,000 or more attesting to the financial strength of the Developer (see "Bank Letter" attached hereto as *Exhibit 4*);
 - f. That the Project will strengthen the commercial sector of the municipality;
 - g. That the Project will enhance the tax base of the municipality; and
 - h. That the Agreement is made in the best interest of the municipality.
 - i. The Developer agrees to execute any and all documents necessary to effectuate this provision.

F. REIMBURSEMENT OF DEVELOPER'S TIF & BDD ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs or BDD Eligible Project Costs, whichever the case may be, shall be made by a Requisition for Verification of TIF and/or BDD Eligible Project Costs (*Exhibit 5*, "Requisition Form") submitted from time to time by the Developer to the City's TIF Administrators Jacob & Klein, Ltd. and The Economic Development Group, Ltd., and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisition Forms must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full),

including any appeals therefrom, that seek to reduce the assessed value of the Property. Failure to provide such notice shall be considered a material breach of this Agreement and shall be cause for the City to deny any further reimbursement hereunder to the Developer and the Developer shall be required to refund to the City any funds already received by it hereunder.

3. Any funds withheld by the City under this section shall be deposited by it into a separate interest bearing bank account. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay in the determination of the final evaluation and recalculation of the increment available for distribution under this Agreement.

I. LIMITED OBLIGATION

The obligation of the City to reimburse the Developer as set forth in this Agreement is a limited obligation. 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 any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

J. 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, or its authorized designee, nor shall the City be obligated to make direct payments to any contractor, subcontractor, mechanic or materialman providing services or materials to Developer for the Project.

K. COOPERATION OF THE PARTIES

1. Subject to the terms of this Agreement, 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, subsidy or additional funding which may be available from other governmental sources 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, provided that any such action by the Developer shall be at no cost or liability of the Developer or City.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions) in form approved by the Parties in their reasonable discretion, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

Majeure"). A lack of adequate financing for the Project shall not be cause for the extension of any deadline set forth herein. Furthermore, a default or termination of this Agreement, other than a default by the Developer in making timely payments owed on the ECV Loan or ECVII Loan when due, shall not accelerate any payments due under the Notes by and between the City and ECV or ECVII. In addition, all terms of this Agreement with respect to the rebate of Municipal Sales Tax Revenues, including but not limited to *Sections C(1)(d), C(3), and C(6)(a)*, shall survive termination of this Agreement, the rebate of which is not contingent upon completion of the Project.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement,) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the City. Until completion of the Project as defined in *Section A(3)*, the Developer shall not be permitted to assign this Agreement without obtaining the City's consent prior to such assignment. During such time, the City's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed and provided that the assignee is financially capable of fulfilling the obligations of the assignor. The rights to the incentives set forth herein may be assignable to a bank as collateral for a loan without requiring the City's consent provided written notice of such assignment is first provided to the City. Any assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

O. 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.

P. 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.

Q. 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

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2939-20/21

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT &
BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PEKIN

AND

EAST COURT VILLAGE, LLC

AND

EAST COURT VILLAGE II, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

AND

PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 14TH DAY OF DECEMBER, 2020.

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 2939-20/21

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT &
BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF PEKIN

AND

EAST COURT VILLAGE, LLC

AND

EAST COURT VILLAGE II, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

AND

PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 14TH DAY OF DECEMBER, 2020.

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 2939-20/21

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT AND BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT
AGREEMENT BY AND BETWEEN:
THE CITY OF PEKIN AND
EAST COURT VILLAGE, LLC AND EAST COURT VILLAGE II, LLC**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the "City"), have determined that this TIF and Business Development District 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 East Court Village, LLC and East Court Village II, LLC, in substantially the form set forth in the attached Exhibit A, with such modifications as the Mayor, in consultation with the City Attorney, deems appropriate, is 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 14th day of December, 2020.

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 14th day of December, 2020 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel	✓		
Michael Garrison		✓	
Dave Nutter	✓		
Lloyd Orrick	✓		
Rick Hilst		✓	
Karen Hohimer	✓		
Mark Luft, Mayor	✓		
TOTAL VOTES:	5	2	

APPROVED: *Mark Luft*, Date 12/14 / 2020
Mayor, City of Pekin

ATTEST: *Sue McMillan*, Date 12/14 / 2020
City Clerk, City of Pekin

**PEKIN, ILLINOIS
COURT STREET TAX INCREMENT FINANCING
DISTRICT & BUSINESS DEVELOPMENT
DISTRICT**

REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, ILLINOIS

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

DECEMBER 14th, 2020

PEKIN, ILLINOIS
 COURT STREET TAX INCREMENT FINANCING DISTRICT
 & BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT AGREEMENT
 by and between
 CITY OF PEKIN, ILLINOIS
 and
 EAST COURT VILLAGE, LLC
 and
 EAST COURT VILLAGE II, LLC

THIS REDEVELOPMENT AGREEMENT, including Exhibits (the "Agreement"), is entered into this 14th day of December, 2020, by the City of Pekin (the "City"), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois; and East Court Village, LLC, an Illinois Limited Liability Company ("ECV") and East Court Village II, LLC, an Illinois Limited Liability Company ("ECVII") (collectively, ECV and ECVII are hereinafter referred to as 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 "TIF Act"), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, maintain and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City plans to adopt Tax Increment Financing under the TIF Act, approve a proposed Redevelopment Plan (the "Plan") and designate a proposed Redevelopment Area known as the Pekin Court Street Tax Increment Financing District (the "TIF District"); and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, pursuant to 65 ILCS 5/8-11-20, the City has the authority to offer sales tax incentives through an Economic Incentive Agreement to encourage the development or redevelopment of underutilized or undeveloped land within the City limits; and

WHEREAS, pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 et seq.) (hereinafter referred to as the "BDD Act"), the City has the authority to

establish a Business Development District wherein it may impose a tax, the revenues from which, may be used to pay certain Business District Project Costs including but not limited to financing costs; and

WHEREAS, the City has adopted a Business Development District pursuant to the BDD Act known as the Pekin Business Development District No. 1 (the "BDD"); and

WHEREAS, included in the proposed TIF District and the BDD is property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-023) (hereinafter referred to as the "ECV Property"); and

WHEREAS, included in the proposed TIF District and the BDD is property owned by ECV located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-307-008) (hereinafter referred to as the "Bergners Property"); and

WHEREAS, included in the proposed TIF District and the BDD is property owned by ECVII located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (PIN # 11-11-07-308-012) (hereinafter referred to as the "ECVII Property"); and

WHEREAS, ECV and the City previously entered into a Development Agreement dated August 20, 2001 (the "ECV Agreement") regarding the development of the ECV Property and the Bergners Property. Said Development Agreement was subsequently amended by a first amendment thereto on July 13, 2009 and a second amendment thereto on July 1, 2012; and

WHEREAS, pursuant to the terms of the ECV Agreement, as amended, ECV issued three promissory notes (hereinafter, collectively, referred to as the "ECV Promissory Notes") payable to the City: (1) Promissory Note dated August 31, 2001 in the original amount of \$2,636,200, (2) Promissory Note dated May 1, 2013 in the original amount of \$1,200,000.00, and (3) Promissory Note dated June 10, 2013 in the original amount of \$800,000.00; and

WHEREAS, the ECV Promissory Notes are secured by a mortgage issued in favor of the City and recorded against the ECV Property. The original mortgage is dated August 31, 2001 and was subsequently modified by a Modification of Mortgage dated July 13, 2009, and by a Second Modification of Mortgage dated July 1, 2012. Said Mortgage and all subsequent modifications thereto shall be hereinafter referred to as the "ECV Mortgage"; and

WHEREAS, ECVII and the City previously entered into a Development Agreement dated on or about December 13, 2004 (the "ECVII Agreement") regarding the development of the ECVII Property. Said Development Agreement was subsequently amended by a first amendment thereto on July 13, 2009, and a second amendment thereto on July 1, 2012; and

WHEREAS, pursuant to the terms of the ECVII Agreement, as amended, ECVII issued a promissory note dated December 13, 2004 in the original amount of \$500,000.00 (hereinafter referred to as the "ECVII Promissory Note"); and

WHEREAS, ECV and the City agree that the total cumulative principal balance and interest owed by ECV to the City pursuant to the ECV Promissory Notes is currently Two Million Two Hundred Eleven Thousand One Hundred Twelve Dollars and Ninety-Six Cents (\$2,211,112.96); and

WHEREAS, ECVII and the City agree that the total cumulative principal balance and interest owed by ECVII to the City pursuant to the ECVII Promissory Note is currently Two Hundred Seventy-Five Thousand One Hundred Ninety-Seven Dollars and Sixty-Seven Cents (\$275,197.67); and

WHEREAS, ECV agrees to proceed as soon as commercially practicable with its plans to renovate and rehabilitate the Bergners Property, including dividing the building into multiple units (the "Project"), for the purpose of attracting potential commercial tenants thereto, all 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 base, which increased taxes will be used, in part, to finance incentives to assist with the Project; and

WHEREAS, the Project is consistent with the City's land use for the Property, the BDD Plan, and the TIF District Plan, and is in compliance with local zoning requirements; and

WHEREAS, the City has the authority under the TIF Act to incur Redevelopment Project Costs, and under the BDD Act to incur BDD Eligible Project Costs (collectively, "Eligible Project Costs") and to reimburse the Developer for such costs; and

WHEREAS, the Developer requests that incentives for the development be provided by the City from incremental increases in real estate taxes and certain municipal sales taxes of the City that are generated from its Project and that such incentives include the reimbursement of Eligible Project Costs which are set forth in *Exhibit "I"* attached hereto; and

WHEREAS, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the proposed TIF Redevelopment 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 has reviewed the conditions of the Property and has reason to believe that the costs of the necessary public and private improvements to be incurred by the Developer in furtherance of the Project as set forth in *Exhibit "I"* are eligible project costs under the Act and the BDD Act and are consistent with the TIF District Redevelopment Plan and BDD Plan of the City; and

WHEREAS, the Parties agree to the incentives set forth below; and

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

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

DEFINITIONS

“BDD Eligible Project Costs”: BDD Eligible Project Costs shall mean those costs which are eligible for reimbursement under the BDD Act.

“BDD Sales Tax Revenues”: For the purpose of this Agreement, BDD Sales Tax Revenues shall be defined as the City’s One Percent (1%) rate of Business District Retailers’ Occupation Tax and/or Business District Service Occupation Tax (65 ILCS 5/11-74.3-1 *et seq.*) on businesses located within the proposed Pekin Business Development District; and

“Municipal Sales Tax Revenues”: For the purpose of this Agreement, Municipal Sales Tax Revenues shall be defined as the City’s base municipal rate (which is currently One Percent (1%)) of Retailer’s Occupation Tax (35 ILCS 120/1 *et seq.*), Service Occupation Tax (35 ILCS 115/1 *et seq.*), Use Tax (35 ILCS 105/1 *et seq.*) and Service Use Tax (35 ILCS 110/1 *et seq.*).

“Municipal Home Rule Tax Revenues”: For the purpose of this Agreement, Municipal Home Rule Tax Revenues shall be defined as any Home Rule Municipal Retailer’s Occupation Tax (65 ILCS 5/8-11-1) and Home Rule Municipal Service Occupation Tax (65 ILCS 5/11-8-5). For the purpose of this Agreement, Municipal Home Rule Tax Revenues excludes any Home Rule Food, Beverage, and Liquor Sales Tax adopted by the City.

“TIF Eligible Project Costs”: TIF Eligible Project Costs shall mean those costs which are eligible for reimbursement under the TIF Act and including but not limited to such costs described in *Exhibit 1* attached hereto.

A. PRELIMINARY STATEMENTS AND COMMITMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the TIF Act and BDD Act, unless indicated to the contrary.
3. The Developer agrees to complete the Project within Twenty-Four (24) months from the date of execution of this Agreement subject to exception of Force Majeure (defined below). For the purpose of this Agreement, the Developer’s Project will be deemed complete when the rehabilitation of the former Bergner’s building located on the Property is complete and available for lease to commercial tenants.

4. Any delay by the Developer or by the City in performing any of the respective obligations of the Parties arising under this Agreement as a result of conditions or events outside the control of the Developer or the City or through no fault of the Developer or the City shall create an automatic good faith extension of any starting date or completion date. In the event of any unexpected delay as a result of unexpected events, the parties shall exercise good faith in attempting to resolve any delays in completing the Project.
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.
6. In consideration of the incentives set forth herein, the Developer shall donate to the City one (1) acre of land on or adjacent to the ECV Property, the ECVII Property, or the Bergners Property for the purpose of providing storm water retention. The City shall be responsible for the cost to subdivide the space and any additional costs related to the donated land.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has plans to create a Tax Increment Financing District known as the "Pekin Court Street TIF District" which is to include the ECV Property, the ECVII Property, and the Bergners Property. The City plans approval of certain TIF Eligible Project Costs, including the types described in *Exhibit 1* for the Developer's Project. The Parties acknowledge that the line item TIF Eligible Project Costs and BDD Eligible Project Costs set forth in *Exhibit 1* are estimates and, to the extent a line item cost thereon is actually higher or lower than as set forth on *Exhibit 1*, the dollar amounts assigned thereto may be reallocated to other line items or different TIF Eligible Project Costs and/or BDD Eligible Project Costs, provided that the total TIF Eligible Project Costs and BDD Eligible Project Costs do not exceed limits set forth herein and below.

C. INCENTIVES

In consideration for the Developer substantially completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. CONSOLIDATION AND MODIFICATION OF ECV PROMISSORY NOTES AND ECVII PROMISSORY NOTE
 - a. **Modification of ECV Promissory Notes:** The Parties agree that the current principal balance owed on the ECV Promissory Notes is \$2,211,112.96. The Developer shall make a payment to the City in the amount of \$325,000.00 on or before March 31, 2021. From said payment, \$97,148.65 shall be applied to past due interest on the ECV Promissory Notes in the amount of \$2,211,112.96. The remainder of said payment, \$227,851.35, shall be applied to the principal amount of the ECV Promissory Notes, leaving a principal amount remaining due of \$1,983,261.61. The Parties agree to modify the ECV Promissory Notes by amortizing said balance due of \$1,983,261.61 over a period of 20 years beginning January 1, 2021. Interest on the ECV Promissory Notes shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECV

Promissory Notes shall be due on an annual basis with the first such payment being due on or before December 31, 2021 and continuing on or before December 31st of each year thereafter through and including the final payment due on or before December 31, 2040. The amortization schedule for the ECV Promissory Notes is included in *Exhibit "2"* attached hereto.

- b. **Modification of ECVII Promissory Note:** The Parties agree that the current principal balance owed on the ECVII Promissory Note is \$275,197.67. Said amount of \$275,197.67 shall be amortized over a period of 20 years beginning January 1, 2021. Interest on the ECVII Promissory Note shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECVII Promissory Note shall be due on an annual basis with the first such payment being due on or before December 31, 2021 and continuing on or before December 31st of each year thereafter through and including the final payment due on or before December 31, 2040. The amortization schedule for the ECV Promissory Notes is included in *Exhibit "2"* attached hereto.
- c. ECV previously issued a mortgage in favor of the City as security for the ECV Promissory Notes. The Parties agree that said mortgage shall remain in full force and effect as security for the ECV Promissory Notes attached hereto. The Parties agree to execute whatever documents or mortgage modifications are necessary to effectuate this provision.
- d. The Parties agree that the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Municipal Home Rule Tax Revenues the Developer is otherwise entitled to receive pursuant to *Sections C(2), C(3), and C(4)* below in any given year shall be first used to make the payments due on the ECV Promissory Notes and ECVII Promissory Note hereunder for that year before being reimbursed to the Developer. Notwithstanding anything in this Agreement to the contrary, no payment will be made by the Developer until the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined. In the event any portion of the annual payment of principal and interest is due on said notes after the application of the amounts calculated in *Sections C(2), C(3) and C(4)* below for that year, the Developer shall pay the amount of any such shortfall on or before January 31st of the following year or as soon as the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined.
 - i. Allocation of Revenues: The Parties agree that of the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Home Rule Tax Revenues to be applied to payments due on the ECV Promissory Notes and ECVII Promissory Note, Twelve Percent (12%) of said revenues shall be applied to payments due on the ECVII Promissory Note, and Eighty-Eight Percent (88%) shall be applied to payments due on the ECV Promissory Notes.
- e. This Agreement, including the modification of the ECV Promissory Notes and ECVII Promissory Note as set forth herein, is contingent, in its entirety, on the City receiving the personal unconditional guarantee of the payment of said Notes from Diane A.

Oberhelman. The guarantee of Diane A. Oberhelman is attached hereto as *Exhibit 3* and incorporated herein by this reference.

2. REIMBURSEMENT OF BDD SALES TAX REVENUES

The City shall reimburse the Developer: **One Hundred Percent (100%)** of the BDD Sales Tax Revenues generated by any business located on the Bergners Property; and **One Hundred Percent (100%)** of the BDD Sales Tax Revenues generated by one (1) new business located on the ECV Property or the ECVII Property (the "Option Project") for reimbursement of the Developer's BDD Eligible Project Costs (as set forth in *Exhibit "1"* attached hereto) incurred with respect to the Project and/or the Option Project and verified pursuant to *Section F* below. A "new business" shall be any new business with a new EIN number located on the ECV Property or the ECVII Property after the effective date of this Agreement. The Developer shall provide written notice to the City of the one (1) new business located on the ECV Property or the ECVII Property that it elects to redevelop as the Option Project.

Such reimbursements shall be calculated on a quarterly basis based on the BDD Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year. Such reimbursements shall be made on a quarterly basis and within 30 days upon the receipt of the verification of such revenues provided by the State of Illinois Department of Revenue and shall be made for period of twenty (20) years beginning on the date this Agreement is executed.

- a. In no event shall the total cumulative reimbursement of BDD Sales Tax Revenues by the City to the Developer pursuant to this *Section C(2)* during the term of this Agreement, when added to the reimbursements set forth in *Section C(5)* below, exceed the maximum amount of estimated Eligible Project Costs as set forth in *Exhibit "1"* attached hereto.
- b. The parties agree that the amounts due the Developer under this *Section C(2)* in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in *Section C(1)* above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of BDD Sales Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve Percent (12%) of such BDD Sales Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such BDD Sales Tax Revenues shall be reimbursed to ECV.
- c. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, ECV Property, and site of the former Gold's Gym located on the ECVII Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate

BDD Sales Tax Revenues generated by the Bergners Property, the ECV Property, and site of the former Gold's Gym located on the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, ECV Property and/or site of the former Gold's Gym located on the ECVII Property) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

3. REIMBURSEMENT OF MUNICIPAL SALES TAX REVENUES

The City shall reimburse the Developer **One Hundred Percent (100%) of the Municipal Sales Tax Revenues generated by any business(es) located on the Bergners Property and Fifty Percent (50%) of the Municipal Sales Tax Revenues generated by any business located on the ECV Property and any business located on the ECVII Property.**

Such reimbursement shall be calculated on a quarterly basis based on the Municipal Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence with Municipal Sales Tax Revenues generated in year 2021 and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in *Section C(1)* above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of BDD Sales Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve Percent (12%) of such Municipal Sales Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Municipal Sales Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, the ECV Property, and the ECVII Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergners Property, the ECV Property, and the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, the ECV Property, and the ECVII Property) to provide such

information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

- c. With respect to the reimbursement and use of Municipal Sales Tax Revenues as set forth herein, this Agreement shall supersede the ECV Agreement as amended and the ECVII Agreement as amended.
- d. As it pertains to the Developer's share of Municipal Sales Tax Revenues generated by businesses located on the ECV Property and the ECVII Property, the Developer shall submit documentation to the City from time to time that the reimbursement of such Municipal Sales Tax Revenues are used or budgeted for capital improvements to or operating costs for the ECV Property and/or ECVII Property.

4. REIMBURSEMENT OF MUNICIPAL HOME RULE TAX REVENUES

The City shall reimburse the Developer **One Hundred Percent (100%) of the Home Rule Tax Revenues generated by any business located on the Bergners Property.** Such reimbursements shall be calculated on a quarterly basis based on the Home Rule Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence upon the date that at least 27,000 square feet (of the estimated 47,000 square feet) of leasable space contained in the former Bergners building located on the Bergners Property is occupied by a commercial retail tenant(s) and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The Parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in *Section C(1)* above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of Home Rule Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve (12%) of such Home Rule Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Home Rule Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergners Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its

authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement

5. REIMBURSEMENT OF REAL ESTATE TAX INCREMENT GENERATED BY THE PROJECT LOCATED ON THE PROPERTY

Once the TIF District Plan and Area are formally adopted, the City shall reimburse the Developer **Seventy Percent (70%)** of the “net” real estate tax increment generated by the ECV Property, ECVII Property, and Bergner’s Property for reimbursement of the Developer’s TIF Eligible Project Costs which are described on *Exhibit 1* attached hereto and verified pursuant to *Section F* below. For the avoidance of doubt, TIF Eligible Project Costs shall include those costs which are eligible for reimbursement under the TIF Act and are incurred for redevelopment of the Bergners Property, ECV Property and/or ECVII Property. Such reimbursements shall commence with real estate tax increment generated in tax year 2021 payable in year 2022 and continue for the current anticipated remaining life of the TIF District (tax year 2044 payable 2045), or upon the Developer receiving an amount, when added to the reimbursements made by the City to the Developer pursuant to *Section C(2)* above, not to exceed that amount of Estimated Project Costs set forth in *Exhibit “1”* attached hereto.

“Net” real estate tax increment is defined as increases in annual real estate tax increment derived from the ECV Property, ECVII Property, and Bergners’ Property after payment of the proportionate amount of administrative fees and costs incurred by the City and payments pursuant to TIF District Intergovernmental Agreements, if any. The Developer’s proportionate amount is calculated by dividing the increment generated by ECV Property, ECVII Property, and Bergners Property by the total TIF District increment and multiplying the result by such administrative fees and costs, and payments pursuant to any TIF District Intergovernmental Agreements.

- a. “Net” real estate tax increment shall exclude any real estate tax increment generated as a result of new construction undertaken by the Developer of new buildings or expansion of existing buildings beyond their current footprint that occurs within the TIF District.
- b. Reimbursement of TIF increment under this Subsection 5 is contingent on the City’s successful establishment of the TIF District. The City shall use its best good faith effort to establish such TIF District.

6. **LIMITATION OF INCENTIVES TO DEVELOPER**

- a. The reimbursement of Municipal Sales Tax Revenues generated by the ECV Property and ECVII property made by the City to the Developer pursuant to *Section C(3)* above shall not exceed \$70,000.00 in any year.

- b. In no event shall the total cumulative reimbursements paid to the Developer under *Sections C(2) and C(5)* above exceed the amount of estimated Eligible Project Costs as set forth in *Exhibit "I"* attached hereto.
- c. If, during the Term of this Agreement, the Developer is in default of this Agreement and remains in default after the applicable notice and cure periods set forth in *Section L* below, the Developer shall receive no further reimbursements hereunder, and any remaining principal and interest due on the Loan shall be paid to the City within thirty (30) days upon written demand of the same from the City.

D. DEFAULT BY THE DEVELOPER

1. Each of the following shall constitute an event of default by the Developer under this Agreement:
 - a. The Developer fails to cure the violation of any municipal ordinance relating to property development, property condition, zoning, subdivision or building codes within thirty (30) days upon being provided written notice of such violation by the City, 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.
 - b. The Developer files for bankruptcy or otherwise becomes insolvent during the Term of this Agreement.
 - c. Dissolution of the Developer's limited liability company during the Term of this Agreement which is not reinstated within thirty (30) days after receiving written notice from the City.
 - d. The Property becomes the subject of foreclosure proceedings during the Term of this Agreement which proceedings are not vacated within thirty (30) days following the notice of filing of such foreclosure action.
 - e. The Developer fails to complete the Project within Twenty-Four (24) months following the date of execution of this Agreement, subject to extension due to Force Majeure (defined below). For the purpose of this Agreement, the Developer's Project will be deemed complete when the rehabilitation and renovation of the former Bergner's building located on the Property is complete and available for lease to commercial tenants.
2. Effect of Default: If, during the Term of this Agreement as defined in Section T, the Developer is in default of this Agreement and remains in default after the applicable notice and cure periods set forth in *Section L* below, any remaining reimbursements owed the

Developer hereunder shall cease and the Developer shall owe the entire balance of principal and interest then due on the Loan within thirty (30) days of receiving written demand of the same from the City.

E. SALES TAX INCENTIVE PROVISIONS

1. **Sales Tax Rebate Qualifications:** In addition, the City enters into this Agreement under 65 ILCS 5/8-11-20 having made the following findings:
 - a. That the building on the Property no longer comply with current building codes and have remained less than significantly unoccupied or underutilized for a period of at least one year;
 - b. That the Project is expected to create or retain job opportunities within the municipality;
 - c. That the Project will serve to further the development of adjacent areas;
 - d. That without the Agreement, the Project would not be possible;
 - e. That the Developer meets high standards of creditworthiness and financial strength as demonstrated by attached letter from a financial institution with assets of \$10,000,000 or more attesting to the financial strength of the Developer (see "Bank Letter" attached hereto as *Exhibit 4*);
 - f. That the Project will strengthen the commercial sector of the municipality;
 - g. That the Project will enhance the tax base of the municipality; and
 - h. That the Agreement is made in the best interest of the municipality.
 - i. The Developer agrees to execute any and all documents necessary to effectuate this provision.

F. REIMBURSEMENT OF DEVELOPER'S TIF & BDD ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs or BDD Eligible Project Costs, whichever the case may be, shall be made by a Requisition for Verification of TIF and/or BDD Eligible Project Costs (*Exhibit 5*, "Requisition Form") submitted from time to time by the Developer to the City's TIF Administrators Jacob & Klein, Ltd. and The Economic Development Group, Ltd., and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisition Forms must be accompanied by verified bills or statements of suppliers, contractors, or professionals together with mechanic's lien waivers (whether partial or full),

cancelled checks, or other proofs of payment of such bills or statements from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.

3. The TIF 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.
4. All TIF Eligible Project Costs or BDD Eligible Project Costs approved by the TIF Administrators will then be paid by the City to the Developer, or to others as directed by the Developer as set forth herein.
5. The Parties acknowledge that the determination of TIF Eligible Project Costs or BDD Eligible Project Costs and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the TIF Act and the BDD 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 obtaining approval of costs that are otherwise reimbursement hereunder.

G. VERIFICATION OF REAL ESTATE TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its successors in interest to provide to the City, as requested in writing, copies of all annual **PAID** real estate tax bills for the Property.
2. The failure of Developer to provide any additional information required herein after written notice from the City, including verification of TIF 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 conditioned upon receipt of the foregoing information.

H. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

1. If a refund of tax increment (including any statutory interest thereon) is potentially due from the City's TIF Fund as the result of any tax objection, assessment challenge or appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, that concerns the potential reduction of assessed value of the Property and the corresponding reduction of real estate tax increment generated by the Project, the City may at its sole discretion withhold the amount of any such possible refund from the annual amounts to be paid to the Developer hereunder.
2. The Developer is hereby obligated to provide written notice to the City within five (5) days of its filing any such objection, assessment challenge or appeal to the PTAB or other such action,

including any appeals therefrom, that seek to reduce the assessed value of the Property. Failure to provide such notice shall be considered a material breach of this Agreement and shall be cause for the City to deny any further reimbursement hereunder to the Developer and the Developer shall be required to refund to the City any funds already received by it hereunder.

3. Any funds withheld by the City under this section shall be deposited by it into a separate interest bearing bank account. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay in the determination of the final evaluation and recalculation of the increment available for distribution under this Agreement.

I. LIMITED OBLIGATION

The obligation of the City to reimburse the Developer as set forth in this Agreement is a limited obligation. 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 any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

J. 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, or its authorized designee, nor shall the City be obligated to make direct payments to any contractor, subcontractor, mechanic or materialman providing services or materials to Developer for the Project.

K. COOPERATION OF THE PARTIES

1. Subject to the terms of this Agreement, 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, subsidy or additional funding which may be available from other governmental sources 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, provided that any such action by the Developer shall be at no cost or liability of the Developer or City.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions) in form approved by the Parties in their reasonable discretion, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.

3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county, or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, and rights-of-way, water and sanitary sewage facilities, and storm water disposal facilities.

L. **DEFAULT; CURE; REMEDIES**

1. 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 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, Municipal Sales Tax Revenues and BDD Sales Tax Revenues payable to the Developer under the terms of this Agreement.
2. 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 nonmonetary 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 nonmonetary defaults which are not capable of being cured within such thirty (30) day period, a Defaulting Party shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. **TIME; FORCE MAJEURE**

For this Agreement, time is of the essence. The Developer agrees to complete construction of the Project within twenty-four (24) months following the execution of this Agreement, subject to extension due to Force Majeure (defined below). Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement after notice and the opportunity to cure as provided in *Section L*. However, Developer and City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the City (or City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or City (collectively, "Force

Majeure"). A lack of adequate financing for the Project shall not be cause for the extension of any deadline set forth herein. Furthermore, a default or termination of this Agreement, other than a default by the Developer in making timely payments owed on the ECV Loan or ECVII Loan when due, shall not accelerate any payments due under the Notes by and between the City and ECV or ECVII. In addition, all terms of this Agreement with respect to the rebate of Municipal Sales Tax Revenues, including but not limited to *Sections C(1)(d), C(3), and C(6)(a)*, shall survive termination of this Agreement, the rebate of which is not contingent upon completion of the Project.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement,) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the City. Until completion of the Project as defined in *Section A(3)*, the Developer shall not be permitted to assign this Agreement without obtaining the City's consent prior to such assignment. During such time, the City's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed and provided that the assignee is financially capable of fulfilling the obligations of the assignor. The rights to the incentives set forth herein may be assignable to a bank as collateral for a loan without requiring the City's consent provided written notice of such assignment is first provided to the City. Any assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

O. 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.

P. 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.

Q. 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

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. 3019-21/22

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT
AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST AMENDMENT TO THE TAX
INCREMENT FINANCING
(TIF) DISTRICT AND BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
ON THE 27TH DAY OF SEPTEMBER, 2021.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 3019-21/22

**PEKIN COURT STREET TIF DISTRICT AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A FIRST AMENDMENT TO THE TAX INCREMENT
FINANCING (TIF) DISTRICT AND BUSINESS DEVELOPMENT DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN

and

EAST COURT VILLAGE, LLC AND EAST COURT VILLAGE II, LLC

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the "City"), have determined that this First Amendment to the Redevelopment Agreement is in the best interest of the citizens of the City of Pekin.

THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The First Amendment to the TIF and Business Development District Redevelopment Agreement with East Court Village, LLC and East Court Village II, LLC (collectively, the "Developer") attached hereto as **Exhibit A** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said First Amendment to the Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The First Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 27th day of September, 2021.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Pekin this 27th day of September, 2021.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
John Abel	X			
Becky Cloyd	X			
Dave Nutter	X			
Lloyd Orrick	X			
Rick Hilst		X		
Karen Hohimer	X			
Mark Luft, Mayor	X			

APPROVED: *Mark A. Luft*, Date 9 / 27 / 2021
Mayor

ATTEST: *Sue M. McMillan*, Date: 9 / 27 / 2021
City Clerk, City of Pekin

Attachment: **EXHIBIT A.** First Amendment to the Redevelopment Agreement by and between the City of Pekin and East Court Village, LLC and East Court Village II, LLC.

H:\PEKIN\Court St TIF\Agreements\RDA\ECV & ECVII LLC\1st Amendment - 2021\Pekin Court Street TIF ECV & ECV II Amended RDA Ordinance_21 September 2021.wpd

EXHIBIT A

**PEKIN COURT STREET TIF DISTRICT
AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1
FIRST AMENDMENT TO THE TAX INCREMENT FINANCING
(TIF) DISTRICT AND BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT
AGREEMENT**

by and between

THE CITY OF PEKIN

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

Attachment: Ord. 3019-21/22 (3671 : Ordinance No. 4095-23/24 Approval of Agreement with Cullinan Properties)

**CITY OF PEKIN
PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT
AND
PEKIN BUSINESS DEVELOPMENT DISTRICT
NO. 1**

**FIRST AMENDMENT TO THE
TIF AND BUSINESS DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

EAST COURT VILLAGE, LLC

and

EAST COURT VILLAGE II, LLC

SEPTEMBER 27, 2021

CITY OF PEKIN
PEKIN COURT STREET
TAX INCREMENT FINANCING (TIF) DISTRICT
AND
PEKIN BUSINESS DEVELOPMENT DISTRICT NO. 1
FIRST AMENDMENT TO THE
TIF AND BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT
AGREEMENT
by and between
CITY OF PEKIN
and
EAST COURT VILLAGE, LLC AND EAST COURT VILLAGE II, LLC

THIS FIRST AMENDMENT TO THE TIF AND BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT AGREEMENT is entered into this 27th day of September, 2021, by and between the CITY OF PEKIN (the "City"), an Illinois Municipal Corporation, Tazewell County, Illinois; and EAST COURT VILLAGE, LLC, an Illinois Limited Liability Company, and EAST COURT VILLAGE II, LLC, an Illinois Limited Liability Company (collectively, 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 investment 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 *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 owner for certain costs from resulting increases in real estate tax revenues and enter into contracts with developers necessary or incidental to the implementation of its redevelopment plan pursuant to 65 ILCS 5/11-74.4-4(b) and (j); and

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

WHEREAS, on January 11, 2021, the City adopted a Redevelopment Plan and Projects, designated a Redevelopment Project Area and adopted Tax Increment Financing under the Act for the Pekin Court Street TIF District (the "TIF District"); and

WHEREAS, on December 14, 2020, the City adopted a Business Development District pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et seq.*) (hereinafter referred to as the BDD Act) known as the Pekin Business Development District No. 1 (hereinafter referred to as the "BDD"); and

WHEREAS, on December 14, 2020, the City and Developer entered into a Redevelopment

Agreement (the "Original Agreement"), wherein the City agreed to extend incentives to provide reimbursement of certain TIF eligible project costs and BDD eligible costs for the Developer's Project on the real property generally located near the intersection of Court Street and Veterans Drive, Pekin, Illinois (Parcel Identification Numbers 11-11-07-307-023, 11-11-07-307-008, and 11-11-07-308-012); and

WHEREAS, although the incentives available to the Developer for the Option Project under the Original Agreement included full reimbursement of BDD Sales Tax Revenues and reimbursement of certain TIF Eligible Project Costs and BDD Eligible Project Costs, those incentives available to the Developer for the Option Project under the Original Agreement did not include reimbursement of Municipal Sales Tax Revenues and Municipal Home Rule Tax Revenues; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate and municipal tax bases of the City and the tax bases of other taxing bodies, which increased incremental taxes will be used, in part, to finance incentives to assist redevelopment projects undertaken within the TIF District and within the BDD; 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 pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to Amend the terms of the Original Agreement, as set forth below.

FIRST AMENDMENT

A. AMENDED "A. PRELIMINARY STATEMENTS AND COMMITMENTS"

Section A(3) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

3. The Developer agrees to complete the Project or the Option Project within Twenty-Four (24) months from the date of execution of the First Amendment to the Agreement subject to exception of Force Majeure (defined below). For the purpose of this Agreement, the Developer's Project or the Option Project will be deemed complete when the rehabilitation of the former Bergner's building located on the Property or the portion of the building located on the ECV Property or the ECVII Property constituting the Option Project is complete and available for lease to commercial tenants.

B. AMENDED "C. INCENTIVES"

Section C(1) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

1. CONSOLIDATION AND MODIFICATION OF ECV PROMISSORY NOTES AND ECVII PROMISSORY NOTE
 - a. **Modification of ECV Promissory Notes:** The Parties agree that the current principal balance owed on the ECV Promissory Notes is \$2,211,112.96. The Developer shall make

a payment to the City in the amount of \$325,000.00 on or before March 31, 2021. From said payment, \$97,148.65 shall be applied to past due interest on the ECV Promissory Notes in the amount of \$2,211,112.96. The remainder of said payment, \$227,851.35, shall be applied to the principal amount of the ECV Promissory Notes, leaving a principal amount remaining due of \$1,983,261.61. The Parties agree to modify the ECV Promissory Notes by amortizing said balance due of \$1,983,261.61 over a period of 20 years beginning April 1, 2021. Interest on the ECV Promissory Notes shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECV Promissory Notes shall be due on an annual basis with the first such payment being due on or before March 31, 2022 and continuing on or before March 31st of each year thereafter through and including the final payment due on or before March 31, 2041. The amortization schedule for the ECV Promissory Notes is included in *Exhibit "2"* attached hereto.

- b. **Modification of ECVII Promissory Note:** The Parties agree that the current principal balance owed on the ECVII Promissory Note is \$275,197.67. Said amount of \$275,197.67 shall be amortized over a period of 20 years beginning April 1, 2021. Interest on the ECVII Promissory Note shall accrue at the rate of Two Percent (2%) per annum. The payments of principal and interest due on the ECVII Promissory Note shall be due on an annual basis with the first such payment being due on or before March 31, 2022 and continuing on or before March 31st of each year thereafter through and including the final payment due on or before March 31, 2041. The amortization schedule for the ECV Promissory Notes is included in *Exhibit "2"* attached hereto.
- c. ECV previously issued a mortgage in favor of the City as security for the ECV Promissory Notes. The Parties agree that said mortgage shall remain in full force and effect as security for the ECV Promissory Notes attached hereto. The Parties agree to execute whatever documents or mortgage modifications are necessary to effectuate this provision.
- d. The Parties agree that the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Municipal Home Rule Tax Revenues the Developer is otherwise entitled to receive pursuant to *Sections C(2), C(3), and C(4)* below in any given year shall be first used to make the payments due on the ECV Promissory Notes and ECVII Promissory Note hereunder for that year before being reimbursed to the Developer. Notwithstanding anything in this Agreement to the contrary, no payment will be made by the Developer until the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined. In the event any portion of the annual payment of principal and interest is due on said notes after the application of the amounts calculated in *Sections C(2), C(3) and C(4)* below for that year, the Developer shall pay the amount of any such shortfall on or before April 30th of the following year or as soon as the BDD Sales Tax Revenues and Municipal Sales Tax Revenues for the applicable year can be determined.
 - i. Allocation of Revenues: The Parties agree that of the amount of BDD Sales Tax Revenues, Municipal Sales Tax Revenues, and Home Rule Tax Revenues to be applied to payments due on the ECV Promissory Notes and ECVII Promissory Note, Twelve Percent (12%) of said revenues shall be applied to payments due on the ECVII Promissory Note, and Eighty-Eight Percent (88%) shall be applied to payments due on the ECV Promissory Notes.

e. This Agreement, including the modification of the ECV Promissory Notes and ECVII Promissory Note as set forth herein, is contingent, in its entirety, on the City receiving the personal unconditional guarantee of the payment of said Notes from Diane A. Oberhelman. The guarantee of Diane A. Oberhelman is attached hereto as **Exhibit 3** and incorporated herein by this reference.

Section C(3) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

3. REIMBURSEMENT OF MUNICIPAL SALES TAX REVENUES

The City shall reimburse the Developer **One Hundred Percent (100%)** of the Municipal Sales Tax Revenues generated by any business(es) located on the Bergners Property, **One Hundred Percent (100%)** of the Municipal Sales Tax Revenues generated by the Option Project, and **Fifty Percent (50%)** of the Municipal Sales Tax Revenues generated by any business located on the ECV Property and any business located on the ECVII Property.

Such reimbursement shall be calculated on a quarterly basis based on the Municipal Sales Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements shall commence with Municipal Sales Tax Revenues generated in year 2021 and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in *Section C(1)* above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of BDD Sales Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve Percent (12%) of such Municipal Sales Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Municipal Sales Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property, the Option Project, the ECV Property, and the ECVII Property to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergners Property, the Option Project, the ECV Property, and the ECVII Property for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property, the Option Project, the ECV Property, and the ECVII Property) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

- c. With respect to the reimbursement and use of Municipal Sales Tax Revenues as set forth herein, this Agreement shall supersede the ECV Agreement as amended and the ECVII Agreement as amended.
- d. As it pertains to the Developer's share of Municipal Sales Tax Revenues generated by businesses located on the Option Project, the ECV Property and the ECVII Property, the Developer shall submit documentation to the City from time to time that the reimbursement of such Municipal Sales Tax Revenues are used or budgeted for capital improvements to or operating costs for the Option Project, ECV Property and/or ECVII Property.

Section C(4) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

4. REIMBURSEMENT OF MUNICIPAL HOME RULE TAX REVENUES

The City shall reimburse the Developer **One Hundred Percent (100%)** of the Home Rule Tax Revenues generated by any business located on the Bergners Property and **One Hundred Percent (100%)** of the Home Rule Tax Revenues generated by the Option Project. Such reimbursements shall be calculated on a quarterly basis based on the Home Rule Tax Revenues actually received by the City for the quarters ending March 31, June 30, September 30, and December 31 of each year and shall be made within 30 days upon the receipt of the verification of such quarterly revenues provided by the State of Illinois Department of Revenue. Such reimbursements of Municipal Home Rule Tax Revenues generated by the Bergners Property shall commence upon the date that at least 27,000 square feet (of the estimated 47,000 square feet) of leasable space contained in the former Bergners building located on the Bergners Property is occupied by a commercial retail tenant(s) and shall continue through and including the date that is twenty (20) years from the date of execution of this Agreement. Reimbursements of Municipal Home Rule Tax Revenues generated by the Option Project shall commence upon the date the space designated as the Option Project is occupied by a commercial retail tenant and continue through and including the date that is twenty (20) years from the date of execution of this Agreement.

- a. The Parties agree that the amounts due the Developer hereunder in any year during the term of this Agreement shall first be applied to the payment due on the Notes set forth in *Section C(1)* above for that year before being reimbursed to the Developer. Upon payment of said Notes, any such reimbursement of Home Rule Tax Revenues to be made by the City to the Developer shall be allocated as follows:
 - i. Twelve (12%) of such Home Rule Tax Revenues shall be reimbursed to ECVII.
 - ii. Eighty-Eight Percent (88%) of such Home Rule Tax Revenues shall be reimbursed to ECV.
- b. The Developer agrees to cooperate with the City and complete and/or execute, or cause any of its tenants located on the Bergner's Property or the Option Project to complete and/or execute, any forms or documents that are necessary for the City and its consultants and employees to calculate BDD Sales Tax Revenues generated by the Bergners Property and/or

the Option Project for the term of the Agreement, provided that such forms or documents are reasonably acceptable to the Developer. Furthermore, the Developer hereby gives its authorization to the City (and shall use its best efforts to obtain such authorization from any tenant(s) located on the Bergners Property or the Option Project) to provide such information to any employees or consultants it reasonably deems necessary to administer this Redevelopment Agreement.

C. AMENDED "D. DEFAULT BY THE DEVELOPER"

Section D(1) of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

1. Each of the following shall constitute an event of default by the Developer under this Agreement:
 - a. The Developer fails to cure the violation of any municipal ordinance relating to property development, property condition, zoning, subdivision or building codes within thirty (30) days upon being provided written notice of such violation by the City, 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 the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
 - b. The Developer files for bankruptcy or otherwise becomes insolvent during the Term of this Agreement.
 - c. Dissolution of the Developer's limited liability company during the Term of this Agreement which is not reinstated within thirty (30) days after receiving written notice from the City.
 - d. The Property becomes the subject of foreclosure proceedings during the Term of this Agreement which proceedings are not vacated within thirty (30) days following the notice of filing of such foreclosure action.
 - e. The Developer fails to complete the Project or the Option Project within Twenty-Four (24) months following the date of execution of the First Amendment to the Agreement, subject to extension due to Force Majeure (defined below). For the purpose of this Agreement, the Developer's Project or the Option Project will be deemed complete when the rehabilitation and renovation of the former Bergner's building located on the Property or the portion of the building located on the ECV Property or the ECVII Property constituting the Option Project is complete and available for lease to commercial tenants.

D. AMENDED "M. TIME; FORCE MAJEURE"

Section M of the Original Agreement shall be amended by replacing it, in its entirety, with the following:

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 Pros

For this Agreement, time is of the essence. The Developer agrees to complete construction of the Project or the Option Project within twenty-four (24) months following the execution of the First Amendment to the Agreement, subject to extension due to Force Majeure (defined below). Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement after notice and the opportunity to cure as provided in *Section L*. However, Developer and City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruptions of power, condemnation, riots, insurrections, war, fuel shortages, Acts of God, acts caused directly or indirectly by the City (or City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or City (collectively, "Force Majeure"). A lack of adequate financing for the Project shall not be cause for the extension of any deadline set forth herein. Furthermore, a default or termination of this Agreement, other than a default by the Developer in making timely payments owed on the ECV Loan or ECVII Loan when due, shall not accelerate any payments due under the Notes by and between the City and ECV or ECVII. In addition, all terms of this Agreement with respect to the rebate of Municipal Sales Tax Revenues, including but not limited to *Sections C(1)(d)*, *C(3)*, and *C(6)(a)*, shall survive termination of this Agreement, the rebate of which is not contingent upon completion of the Project or the Option Project.

E. AMENDED "EXHIBIT 2 - AMORTIZATION SCHEDULE FOR THE ECV LOANS AND ECVII LOAN

Exhibit "2" attached to the Original Agreement shall be amended by replacing it, in its entirety, with the Exhibit "2" attached to this First Amendment.

F. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

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

CITY

CITY OF PEKIN,
an Illinois Municipal Corporation:

BY: Frank A. Lyle
Mayor

ATTEST: Sue McMillan
City Clerk

DEVELOPER

EAST COURT VILLAGE, LLC, an Illinois
Limited Liability Company

BY: [Signature]
NAME: Michael C Owens
TITLE: Manager

And

EAST COURT VILLAGE II, LLC, an Illinois
Limited Liability Company

BY: [Signature]
NAME: Michael C Owens
TITLE: Manager

EXHIBIT 2**AMORTIZATION SCHEDULE FOR THE ECV LOANS AND THE ECV II LOAN**

East Court Village Amortization Schedule

Loan Amt \$ 1,983,261.61
 Annual Int Rate 2%
 Loan Period 20 Years
 Loan Start Date 4/1/2021
 Compound Annually

	Pmt. Date	Beginning Balance	Pmt. Amount	Principal	Interest	Ending Balance
1	3/31/2022	\$1,983,261.61	\$121,289.77	\$81,624.54	\$39,665.23	\$1,901,637.07
2	3/31/2023	\$1,901,637.07	\$121,289.77	\$83,257.03	\$38,032.74	\$1,818,380.04
3	3/31/2024	\$1,818,380.04	\$121,289.77	\$84,922.17	\$36,367.60	\$1,733,457.87
4	3/31/2025	\$1,733,457.87	\$121,289.77	\$86,620.61	\$34,669.16	\$1,646,837.26
5	3/31/2026	\$1,646,837.26	\$121,289.77	\$88,353.02	\$32,936.75	\$1,558,484.24
6	3/31/2027	\$1,558,484.24	\$121,289.77	\$90,120.09	\$31,169.68	\$1,468,364.15
7	3/31/2028	\$1,468,364.15	\$121,289.77	\$91,922.49	\$29,367.28	\$1,376,441.66
8	3/31/2029	\$1,376,441.66	\$121,289.77	\$93,760.94	\$27,528.83	\$1,282,680.72
9	3/31/2030	\$1,282,680.72	\$121,289.77	\$95,636.16	\$25,653.61	\$1,187,044.56
10	3/31/2031	\$1,187,044.56	\$121,289.77	\$97,548.88	\$23,740.89	\$1,089,495.68
11	3/31/2032	\$1,089,495.68	\$121,289.77	\$99,499.86	\$21,789.91	\$989,995.82
12	3/31/2033	\$989,995.82	\$121,289.77	\$101,489.85	\$19,799.92	\$888,505.97
13	3/31/2034	\$888,505.97	\$121,289.77	\$103,519.65	\$17,770.12	\$784,986.32
14	3/31/2035	\$784,986.32	\$121,289.77	\$105,590.04	\$15,699.73	\$679,396.28
15	3/31/2036	\$679,396.28	\$121,289.77	\$107,701.84	\$13,587.93	\$571,694.44
16	3/31/2037	\$571,694.44	\$121,289.77	\$109,855.88	\$11,433.89	\$461,838.56
17	3/31/2038	\$461,838.56	\$121,289.77	\$112,053.00	\$9,236.77	\$349,785.56
18	3/31/2039	\$349,785.56	\$121,289.77	\$114,294.06	\$6,995.71	\$235,491.50
19	3/31/2040	\$235,491.50	\$121,289.77	\$116,579.94	\$4,709.83	\$118,911.56
20	3/31/2041	\$118,911.56	\$121,289.79	\$118,911.56	\$2,378.23	\$0.00

East Court Village II Amortization Schedule

Loan Amt \$ 275,197.67
 Annual Int Rate 2%
 Loan Period 20 Years
 Loan Start Date 4/1/2021
 Compound Annually

	Pmt. Date	Beginning Balance	Pmt. Amount	Principal	Interest	Ending Balance
1	3/31/2022	\$275,197.67	\$16,830.19	\$11,326.24	\$5,503.95	\$263,871.43
2	3/31/2023	\$263,871.43	\$16,830.19	\$11,552.76	\$5,277.43	\$252,318.67
3	3/31/2024	\$252,318.67	\$16,830.19	\$11,783.82	\$5,046.37	\$240,534.85
4	3/31/2025	\$240,534.85	\$16,830.19	\$12,019.49	\$4,810.70	\$228,515.36
5	3/31/2026	\$228,515.36	\$16,830.19	\$12,259.88	\$4,570.31	\$216,255.48
6	3/31/2027	\$216,255.48	\$16,830.19	\$12,505.08	\$4,325.11	\$203,750.40
7	3/31/2028	\$203,750.40	\$16,830.19	\$12,755.18	\$4,075.01	\$190,995.22
8	3/31/2029	\$190,995.22	\$16,830.19	\$13,010.29	\$3,819.90	\$177,984.93
9	3/31/2030	\$177,984.93	\$16,830.19	\$13,270.49	\$3,559.70	\$164,714.44
10	3/31/2031	\$164,714.44	\$16,830.19	\$13,535.90	\$3,294.29	\$151,178.54
11	3/31/2032	\$151,178.54	\$16,830.19	\$13,806.62	\$3,023.57	\$137,371.92
12	3/31/2033	\$137,371.92	\$16,830.19	\$14,082.75	\$2,747.44	\$123,289.17
13	3/31/2034	\$123,289.17	\$16,830.19	\$14,364.41	\$2,465.78	\$108,924.76
14	3/31/2035	\$108,924.76	\$16,830.19	\$14,651.69	\$2,178.50	\$94,273.07
15	3/31/2036	\$94,273.07	\$16,830.19	\$14,944.73	\$1,885.46	\$79,328.34
16	3/31/2037	\$79,328.34	\$16,830.19	\$15,243.62	\$1,586.57	\$64,084.72
17	3/31/2038	\$64,084.72	\$16,830.19	\$15,548.50	\$1,281.69	\$48,536.22
18	3/31/2039	\$48,536.22	\$16,830.19	\$15,859.47	\$970.72	\$32,676.75
19	3/31/2040	\$32,676.75	\$16,830.19	\$16,176.65	\$653.54	\$16,500.10
20	3/31/2041	\$16,500.10	\$16,830.10	\$16,500.10	\$330.00	\$0.00



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4096-23/24 TIF Redevelopment Agreement with Ian Dawson

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Ian Dawson, owner of Dawson Property/Kountry Nook located at 212 N Capitol Street, is requesting \$30,000 in TIF funds to assist with repairs and renovations. The owner is proceeding with repairing the brick façade and replacing doors and windows. The terms of the forgivable loan are as follows:

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.
- The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$30,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project moves forward.

IMPACT IF DENIED: Project does not move forward, or scope is reduced.

ALTERNATIVES: N/A

REQUIRED SIGNATURES

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

City Manager:
 Date:

**Ordinance No. 4096-23/24 TIF Redevelopment Agreement with Ian Dawson Property/Kountry
Nook**

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

**IAN DAWSON
(D.B.A. KOUNTRY NOOK)**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
IAN DAWSON (D.B.A. KOUNTRY NOOK)**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 Ian Dawson 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**IAN DAWSON
(D.B.A. KOUNTRY NOOK)**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
IAN DAWSON (D.B.A. KOUNTRY NOOK)

PEKIN COURT STREET TIF DISTRICT**

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Ian Dawson d.b.a. Kountry Nook** (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property which is owned by the Developer and located at 212 North Capitol Street, Pekin, Illinois 61554 (PIN #s 04-04-34-421-001 and 04-04-34-421-013) (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 repairing the brick facade and roof, and replacing windows and doors for the Kountry Nook business located thereon (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Thirty Thousand and No/100 Dollars (\$30,000.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)**; 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 twelve (12) months 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 Court Street 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 “**Kountry Nook 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”) the sum of **Thirty Thousand Dollars (\$30,000.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$30,000.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following completion of the Project, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the Kountry Nook business located on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Thirty Thousand Dollars and No Cents (\$30,000.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Ian Dawson dba Kountry Nook
2009 El Camino Drive
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

**IAN DAWSON, D.B.A. KOUNTRY
NOOK**

By: _____
Mayor

By: _____
Ian Dawson

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Ian Dawson
“Kountry Nook Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the existing building located on the Property including repairing the brick facade and roof, and replacing windows and doors for the Kountry Nook business located thereon .

Location: 212 North Capitol Street, Pekin, Illinois

Parcel Number: 04-04-34-421-001 and 04-04-34-421-013

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$180,000
Total <i>Estimated</i> Eligible Project Costs	\$180,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$30,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY IAN DAWSON D.B.A. KOUNTRY NOOK**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Ian Dawson (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: Ian Dawson
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 "I"*** 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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4097-23/24 TIF Redevelopment Agreement with Fletcher's Hitting Center

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Fletchers Hitting Center located at 1315 Derby Street, is requesting \$18,750 in TIF funds to assist with repairs and renovations. The owner is proceeding with repairs to the roof of the building. The terms of the forgivable loan are as follows:

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$18,750
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project will not move forward, or scope will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4097-23/24 TIF Redevelopment Agreement with Fletcher's Hitting Center

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

FLETCHER'S HITTING CENTER

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
FLETCHER'S HITTING CENTER**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the "City"), have determined that this TIF District 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 Fletcher's Hitting Center 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer's TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

FLETCHER'S HITTING CENTER, LLC

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
FLETCHER'S HITTING CENTER, LLC

PEKIN COURT STREET TIF DISTRICT**

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) ("Agreement") is entered into this 28th day of August, 2023, by the **City of Pekin** (the "City"), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Fletcher's Hitting Center, LLC, an Illinois Limited Liability Company** (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the "TIF District"); and

WHEREAS, certain property which is owned by the Developer and located at 1315 Derby Street, Pekin, Illinois 61554 (PIN # 04-10-02-410-011) (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 repairing the roof of the Fletcher's Hitting Center batting cage business located thereon (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00)**; 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 twelve (12) months 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 Court Street 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 **“Fletcher’s Hitting Center 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”) the sum of **Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$18,750.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the Fletcher’s Hitting Center batting cage business located on the

Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Twenty-Four Thousand One Hundred Dollars and No Cents (\$18,750.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Fletcher's Hitting Center, LLC c/o Justin Fletcher
965 E. Madison Street
Morton, Illinois 61550

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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

FLETCHER'S HITTING CENTER, LLC,
an Illinois Limited Liability Company

By: _____
Mayor

By: _____
Justin Fletcher

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Fletcher’s Hitting Center, LLC
“Fletcher’s Hitting Center Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the existing building located on the Property including repairing the roof of the Fletcher’s Hitting Center batting cage business located thereon .

Location: 1315 Derby Street, Pekin, Illinois

Parcel Number: 04-10-02-410-011

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$42,800
Total <i>Estimated</i> Eligible Project Costs	\$42,800

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$18,750.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY FLETCHER'S HITTING CENTER, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Fletcher's Hitting Center, LLC (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: Fletcher's Hitting Center, LLC
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 "I"*** 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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4098-23/24 TIF Redevelopment Agreement with Kelly Madden

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer Kelly Madden is proceeding with plans to acquire and renovate the parking lot located at 901 Derby St. to provide parking space for the business adjacent to the Property known as Primo Strength & Conditioning. The Developer is requesting \$30,000 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$30,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project will not move forward, or the scope will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 4098-23/24 TIF Redevelopment Agreement with Kelly Madden

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

KELLY MADDEN

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
KELLY MADDEN**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 Kelly Madden 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burrese, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

KELLY MADDEN

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
KELLY MADDEN**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Kelly Madden** (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property which is owned or to be acquired by the Developer and located at 901 Derby Street, Pekin, Illinois 61554 (PIN # 04-10-02-318-010) (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 acquire and renovate the parking lot located thereon to provide parking space for the business adjacent to the Property known as Primo Strength & Conditioning (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Thirty Thousand and No/100 Dollars (\$30,000.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)**; 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 twelve (12) months 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 Court Street 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 “**Kelly Madden Parking 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”) the sum of **Thirty Thousand Dollars (\$30,000.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$30,000.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following completion of the Project, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the Primo Strength & Conditioning business located adjacent to the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Thirty Thousand Dollars and No Cents (\$30,000.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Kelly Madden
905 Derby Street
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

KELLY MADDEN

By: _____
Mayor

By: _____
Kelly Madden

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Kelly Madden
“Kelly Madden Parking Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to acquire and renovate the parking lot located thereon to provide parking space for the business adjacent to the Property known as Primo Strength & Conditioning.

Location: 901 Derby Street, Pekin, Illinois

Parcel Number: 04-10-02-318-010

Estimated Eligible Project Costs:

Land Acquisition	\$50,000
Site Preparation and Demolition	\$23,000
Professional Fees	\$7,000
Total <i>Estimated</i> Eligible Project Costs	\$80,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$30,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY KELLY MADDEN**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 14, 2023
by and between the City of Pekin, Illinois, and Kelly Madden (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: Kelly Madden
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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4099-23/24 TIF Redevelopment Agreement with BMD,AN LLC.

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer BMD, AN LLC is proceeding with plans to renovate and rehabilitate the existing commercial buildings located at 1500-1532 N. 8th St. Planned rehabilitation work includes replacing windows, HVAC units, and roof repairs. The Developer is requesting \$30,000 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$30,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project will not move forward, or the scope of work will be reduced

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4099-23/24 TIF Redevelopment Agreement with BMD, AN LLC

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

BMD, AN LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
BMD, AN LLC**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 BMD, AN LLC 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

BMD, AN LLC

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
BMD, AN LLC**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **BMD, AN LLC**, an Illinois Limited Liability Company (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property which is owned by the Developer and located at 1500-1532 N. 8th Street, Pekin, Illinois 61554 (PIN # 04-04-35-111-012) (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 commercial buildings located on the Property including replacing windows, HVAC units, and roof repairs (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Thirty Thousand and No/100 Dollars (\$30,000.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)**; 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 twelve (12) months 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 Court Street 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 **“BMD, AN LLC 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”) the sum of **Thirty Thousand Dollars (\$30,000.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$30,000.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the businesses located on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Thirty Thousand Dollars and No Cents (\$30,000.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

BMD, AN LLC c/o Phillip Blake Lippi
1512 N. 8th Street
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

BMD, AN LLC, an Illinois Limited Liability Company

By: _____
Mayor

By: _____
Phillip Blake Lippi

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**BMD, AN LLC
“BMD, AN LLC Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the existing commercial buildings located on the Property including replacing windows, HVAC units, and roof repairs.

Location: 1500-1532 N. 8th Street, Pekin, Illinois

Parcel Number: 04-04-35-111-012

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$54,419
Total <i>Estimated</i> Eligible Project Costs	\$54,419.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$30,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY BMD, AN LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and BMD, AN LLC (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: BMD, AN LLC
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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4100-23/24 TIF Redevelopment Agreement with Jeff Turner (D.B.A. Turner Door)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer Jeff Turner (D.B.A. Turner Door) is proceeding with plans to renovate and rehabilitate the existing commercial building and property located at 710 N. 5th St and 504 Charlotte St. Planned rehabilitation work includes replacing windows, repairing the roof, interior painting and installing new signage for the Turner Door business located thereon. The Developer is requesting \$24,100 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$24,100
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project does not move forward, or the scope will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4100-23/24 TIF Redevelopment Agreement with Jeff Turner (D.B.A. Turner Door)

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

**JEFF TURNER
(D.B.A. TURNER DOOR)**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
JEFF TURNER (D.B.A. TURNER DOOR)**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 Jeff Turner 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**JEFF TURNER
(D.B.A. TURNER DOOR)**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
JEFF TURNER (D.B.A. TURNER DOOR)

PEKIN COURT STREET TIF DISTRICT**

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Jeff Turner d.b.a. Turner Door** (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property which is owned by the Developer and located at 710 N. 5th Street and 504 Charlotte Street, Pekin, Illinois 61554 (PIN #s 04-04-35-308-001 and 04-04-35-308-002) (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 replacing windows, repairing the roof, interior painting, and installing new signage for the Turner Door business located thereon (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Twenty-Four Thousand One Hundred and No/100 Dollars (\$24,100.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Twenty-Four Thousand One Hundred Dollars and No Cents (\$24,100.00)**; 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 twelve (12) months 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 Court Street 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 “**Turner Door 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”) the sum of **Twenty-Four Thousand One Hundred Dollars (\$24,100.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$24,100.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the Turner Door business located on the Property.
 - ii. The Developer shall annually provide verification of the payment of the

real estate taxes for the property.

- iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Twenty-Four Thousand One Hundred Dollars and No Cents (\$24,100.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Jeff Turner d.b.a. Turner Door
2434 Cherry Lane
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

JEFF TURNER, D.B.A. TURNER DOOR

By: _____
Mayor

By: _____
Jeff Turner

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Jeff Turner
“Turner Door Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the existing building located on the Property including replacing windows, repairing the roof, interior painting, and installing new signage for the Turner Door business located thereon.

Location: 710 N. 5th Street and 504 Charlotte Street, Pekin, Illinois

Parcel Number: 04-04-35-308-001 and 04-04-35-308-002

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$24,100
Total <i>Estimated</i> Eligible Project Costs	\$24,100.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$24,100.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY JEFF TURNER D.B.A. TURNER DOOR**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Jeff Turner (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: Jeff Turner
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 "I"*** 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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4101-23/24 TIF Redevelopment Agreement with Padmavati Patel (D.B.A. Go Vino Bar & Grill)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer Padmavati Patel (D.B.A. Go Vino Bar & Grill) is proceeding with plans to renovate and rehabilitate the existing commercial building located at 1303 N. 8th St. Planned work includes the total remodel and rehabilitation of the building and property for the operation of Go Vino Bar & Grill. The Developer is requesting \$30,000 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$30,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project does not move forward, or the scope will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Ordinance No. 4101-23/24 TIF Redevelopment Agreement with Padmavati Patel (D.B.A. Go
Vino Bar & Grill)**

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

**PADMAVATI PATEL
(D.B.A. GO VINO BAR & GRILL)**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. ____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
PADMAVATI PATEL (D.B.A. GO VINO BAR & GRILL)**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 Padmavati Patel 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**PADMAVATI PATEL
(D.B.A. GO VINO BAR & GRILL)**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
PADMAVATI PATEL (D.B.A. GO VINO BAR & GRILL)**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Padmavati Patel d.b.a. Go Vino Bar & Grill** (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property which is owned by the Developer and located at 1303 N. 8th Street, Pekin, Illinois 61554 (PIN #s 04-04-35-124-007) (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 for operation of Go Vino Bar & Grill to be 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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Thirty Thousand and No/100 Dollars (\$30,000.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)**; 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 twelve (12) months 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 Court Street 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 **“Turner Door 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”) the sum of **Thirty Thousand Hundred Dollars (\$30,000.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$30,000.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following completion of the Project, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the Go Vino Bar & Grill business located on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Thirty Thousand Dollars and No Cents (\$30,000.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Padmavati Patel d.b.a. Go Vino Bar & Grill
1303 N. 8th Street
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

**PADMAVATI PATEL, D.B.A. GO VINO
BAR & GRILL**

By: _____
Mayor

By: _____
Padmavati Patel

ATTEST:

City Clerk

Attachment: Pekin Court Street TIF_Padmavati Patel (Go Vino Bar & Grill)_RDA_22 August 2023 (3663 : Ordinance No. 4101-23/24 TIF

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Padmavati Patel
“Go Vino Bar & Grill Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the existing building located on the Property for operation of a Go Vino Bar & Grill located therein.

Location: 1303 N. 8th Street, Pekin, Illinois

Parcel Number: 04-04-35-124-007

Estimated Eligible Project Costs:

Land Acquisition	\$130,000
Site Preparation, Clearing, Grading and Demolition.....	\$29,000
Professional Fees.....	\$25,000
Rehabilitation and Renovation	\$468,000
Utilities Extension.....	\$11,000
Total <i>Estimated</i> Eligible Project Costs	\$663,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$30,000.00**.

Attachment: Pekin Court Street TIF_Padmavati Patel (Go Vino Bar & Grill)_RDA_22 August 2023 (3663 : Ordinance No. 4101-23/24 TIF

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY PADMAVATI PATEL D.B.A. GO VINO BAR & GRILL**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Padmavati Patel (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: Padmavati Patel
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.
 - (vi) 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4102-23/24 TIF Redevelopment Agreement with Alexanders Tax Service, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer Alexanders Tax Service, LLC is proceeding with plans to renovate and rehabilitate the existing commercial building located at 901 Broadway St in order to bring the building up to code to operate the Alexanders Tax Service thereon. The Developer is requesting \$30,000 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$30,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project will not move forward, or the scope will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 4102-23/24 TIF Redevelopment Agreement with Alexanders Tax Service,LLC

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

ALEXANDERS TAX SERVICE, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
ALEXANDERS TAX SERVICE, LLC**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 Alexanders Tax Service, LLC 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

ALEXANDERS TAX SERVICE, LLC

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
ALEXANDERS TAX SERVICE, LLC**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Alexanders Tax Service, LLC**, an Illinois Limited Liability Company (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property which has been acquired by the Developer is located at 901 Broadway, Pekin, Illinois 61554 (PIN # 04-04-35-370-005) (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 commercial building located on the Property to bring the building up to code in order to operate the Alexanders Tax Service 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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Thirty Thousand and No/100 Dollars (\$30,000.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Thirty Thousand Dollars and No Cents (\$30,000.00)**; 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 twelve (12) months 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 Court Street 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 “**Alexanders Tax Service, LLC 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”) the sum of **Thirty Thousand Dollars (\$30,000.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$30,000.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the Alexanders Tax Service located on the Property.
 - ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.

- iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Thirty Thousand Dollars and No Cents (\$30,000.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Alexanders Tax Service
c/o Claude Nattier
901 Broadway
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

**ALEXANDERS TAX SERVICE, LLC, an
Illinois Limited Liability Company**

By: _____
Mayor

By: _____
Claude Nattier

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**ALEXANDERS TAX SERVICE, LLC
“Alexanders Tax Service, LLC Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the existing commercial buildings located on the Property in order to bring the building up to code to operate the Alexanders Tax Service thereon.

Location: 901 Broadway, Pekin, Illinois

Parcel Number: 04-04-35-370-005

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$30,000
Land Acquisition	\$50,000
Total <i>Estimated</i> Eligible Project Costs	\$80,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$30,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY ALEXANDERS TAX SERVICE, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Alexanders Tax Service, LLC (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: Alexanders Tax Service, LLC
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 "I"*** 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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4103-23/24 TIF Redevelopment Agreement with Terry and Baylee Gambetti

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer Terry and Baylee Gambetti is proceeding with plans to renovate and rehabilitate the existing commercial building located at 437 Court St. in order to lease the building to commercial tenants. The Developer is requesting \$55,000 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$55,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project will not move forward, or the scope of work will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 4103-23/24 TIF Redevelopment Agreement with Terry and Baylee Gambetti

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

TERRY AND BAYLEE GAMBETTI

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
REDEVELOPMENT AGREEMENT BY AND BETWEEN:
THE CITY OF PEKIN AND
TERRI AND BAYLEE GAMBETTI**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (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 Terri and Baylee 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 28th day of August, 2023.

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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

TERRI AND BAYLEE GAMBETTI

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

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
TERRI AND BAYLEE GAMBETTI**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of June, 2022, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Terri and Baylee Gambetti** (collectively, 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 (CBD) Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which has been acquired by the Developer is located at 437 Court Street, Pekin, Illinois 61554 (PIN # 04-04-35-335-012) (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 commercial building located on the Property in order to bring the building up to code and prepare the building for lease to commercial tenants to be 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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Fifty-Five Thousand and No/100 Dollars (\$55,000.00)** to be paid from the Pekin CBD TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Fifty-Five Thousand Dollars and No Cents (\$55,000.00)**; 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 twelve (12) months 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 (CBD) 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 **“Terri and Baylee 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”) the sum of **Fifty-Five Thousand Dollars (\$55,000.00)** (hereinafter referred to as the “Loan”) from the Pekin CBD TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of **\$55,000.00** shall be paid to the Developer from the Pekin CBD TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - b. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - c. The term of the Loan shall expire on the date that is two (2) years from the date the loan funds are disbursed to the Developer by the City pursuant to paragraph a above.
 - d. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the date that is one year from the date the loan funds are disbursed to the Developer pursuant to paragraph a above, and continuing or before such date of each year thereafter for the term of the loan, 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 diligently pursue commercial tenants to locate on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer maintains a presence on the Property and does not vacate the Property during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default hereunder.

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 Fifty-Five Thousand Dollars and No Cents (\$55,000.00) 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 2***) 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Terri and Baylee Gambetti
13 Cape Court
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. 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 the date that is two (2) years from the date the loan funds are disbursed by the City to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Developer vacates the Property or upon any other default by the Developer of this Agreement.

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

By: _____
Mayor

ATTEST:

City Clerk

TERRI GAMBETTI

By: _____
Terri Gambetti

AND

BAYLEE GAMBETTI

By: _____
Baylee Gambetti

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Terri and Baylee Gambetti
“Terri and Baylee Gambetti Redevelopment Project”**

Pekin CBD TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to renovate and rehabilitate the commercial building located on the Property in order to lease the building to commercial tenants.

Location: 437 Court Street, Pekin, Illinois

Parcel Number: 04-04-35-335-012

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$243,000
Total Estimated Eligible Project Costs	\$243,000

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$55,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY TERRI AND BAYLEE GAMBETI**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Terri and Baylee 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: Terri Gambetti and Baylee 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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Nic Maquet, Chief Building Official

AGENDA ITEM: Ordinance No. 4104-23/24 TIF Redevelopment Agreement with William Leman as Trustee of Monge Prop

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer William Leman as Trustee of the Monge Property Management Trust No. 77-6035-008 is proceeding with plans to renovate and rehabilitate the existing parking lot of the retail shopping center located at 2101 Court St. The Developer is requesting \$15,000 in TIF funds to assist with the costs associated with this project.

- The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term.
- Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant.
- The project must be completed in twelve (12) months.

The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$15,000
 Line Item: 275-275-591200 Developer Agreement Payments
 Budgeted Amount: \$832,599
 Remaining Funds: \$719,495

IMPACT IF APPROVED: Project will move forward

IMPACT IF DENIED: Project will not move forward, or the scope of work will be reduced

ALTERNATIVES: N/A

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**Ordinance No. 4104-23/24 TIF Redevelopment Agreement with William Leman as Trustee of
the Monge Property Management Trust No. 77-6035-008**

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

**WILLIAM LEMAN AS TRUSTEE OF THE
MONGE PROPERTY MANAGEMENT TRUST NO. 77-6035-008**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____-23/24

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT
BY AND BETWEEN:
THE CITY OF PEKIN AND
WILLIAM LEMAN AS TRUSTEE OF THE
MONGE PROPERTY MANAGEMENT TRUST NO. 77-6035-008**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (the “City”), have determined that this TIF District 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 William Leman as Trustee of the Monge Property Management Trust No. 77-6035-008 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: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 28th day of August, 2023.

SECTION SIX: 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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mary Burress, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**WILLIAM LEMAN AS TRUSTEE OF THE
MONGE PROPERTY MANAGEMENT TRUST NO. 77-6035-008**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
WILLIAM LEMAN AS TRUSTEE OF THE
MONGE PROPERTY MANAGEMENT TRUST NO. 77-6035-008

PEKIN COURT STREET TIF DISTRICT**

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2023, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Jeff Turner d.b.a. Turner Door** (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 January 11, 2021, 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 Court Street Tax Increment Financing District** (the “TIF District”); and

WHEREAS, certain property owned by the Developer is located at 2101 Court Street, Pekin, Illinois 61554 (PIN # 04-10-01-400-039) (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 parking lot of the strip retail center located thereon (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **Fifteen Thousand and No/100 Dollars (\$15,000.00)** to be paid from the Pekin Court Street TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **Fifteen Thousand Dollars and No Cents (\$15,000.00)**; 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 twelve (12) months 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 Court Street 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 “**Monge Property Management Trust 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”) the sum of **Fifteen Thousand One Hundred Dollars (\$15,000.00)** (hereinafter referred to as the “Loan”) from the Pekin Court Street TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of \$15,000.00 shall be paid to the Developer from the Pekin Court Street TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - d. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - e. The term of the Loan shall expire on the date that is two years from the date the City disburses the Loan funds to the Developer.
 - f. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the one-year anniversary of the date the Loan funds are disbursed to the Developer and continuing on the same date of each year thereafter for the term of the Loan, 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 maintain continuous business operations of the retail businesses located on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer does not sell or otherwise convey the Property, other than by commercial lease, during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default 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 Fifteen Thousand Dollars and No Cents (\$15,000.00) 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 "2") 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

Monge Property Management Trust
William Leman, Trustee
2807 Broadway Rd.
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. 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 the date that is two (2) years from the date the Loan funds are disbursed to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings or upon any other default by the Developer of this Agreement.

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

By: _____
Mayor

ATTEST:

City Clerk

**WILLIAM LEMAN AS TRUSTEE OF
THE MONGE PROPERTY
MANAGEMENT TRUST NO. 77-6035-
008**

By: _____
William Leman

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

“Monge Property Management Trust Redevelopment Project”

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer is proceeding with plans to renovate and rehabilitate the parking lot of the retail shopping center located on the Property.

Location: 2101 Court Street, Pekin, Illinois

Parcel Number: 04-10-01-400-039

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$475,000
Total <i>Estimated</i> Eligible Project Costs	\$475,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$15,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY WILLIAM LEMAN AS TRUSTEE OF THE MONGE PROPERTY MANAGEMENT
TRUST NO. 77-6035-008**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and Monge Property Management Trust (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: William Leman as Trustee of the Monge Property Management Trust
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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Ordinance No. 4105-23/24 TIF Redevelopment Agreement with SPWT, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Developer SPWT, LLC managed by Dustin Maquet, is proceeding with plans to renovate and rehabilitate the existing parking lot behind Maquet's Railhouse located at 220 Margaret Street. The Developer is requesting \$150,000 in TIF funds to assist with the costs associated with this project. The agreement is structured as a forgivable loan at 3% interest with a 24-month (2-year) term. Annual forgiveness of the loan will commence 12 months after TIF funds have been dispersed to the applicant. The project must be completed in twelve (12) months. The developer must retain ownership and be current on all real estate tax bills for the length of the term.

FINANCIAL IMPACT:

Requested Amount: \$150,000.00
 Line Item: 275-275-591200
 Budgeted Amount: \$832,599.00
 Remaining Funds: \$719,495.13

IMPACT IF APPROVED: The parking lot project behind Maquet's Railhouse will be funded.

IMPACT IF DENIED: The parking lot project behind Maquet's Railhouse will not take place.

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. 4105-23/24 TIF Redevelopment Agreement with SPWT, LLC

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

SPWT, LLC

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 28TH DAY OF AUGUST, 2023.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
REDEVELOPMENT AGREEMENT BY AND BETWEEN:
THE CITY OF PEKIN AND
SPWT, LLC**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois (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 SPWT, LLC 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 28th day of August, 2023.

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 28th day of August, 2023 and filed in the office of the City Clerk of said City on that date.

CORPORATE AUTHORITIES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
John Abel			
Becky Cloyd			
Dave Nutter			
Lloyd Orrick			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2023
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2023
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

SPWT, LLC

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

AUGUST 28, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
SPWT, LLC**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 28th day of August, 2022, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **SPWT, LLC, an Illinois Limited Liability Company** (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 (CBD) Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property which is owned by the Developer is located at 220 Margaret, Pekin, Illinois 61554 (PIN # 04-04-34-432-021) (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 parking lot located on the Property for the businesses located on and adjacent to the Property (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 Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; 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 TIF Eligible Project Costs of an amount not to exceed **One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** to be paid from the Pekin CBD TIF District Special Tax Allocation Fund as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s TIF Eligible Project Costs under this Agreement exceed **One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00)**; and

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

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer shall 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 twelve (12) months 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 (CBD) 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 **“Rail House Parking Lot 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”) the sum of **One Hundred Fifty Thousand Dollars (\$150,000.00)** (hereinafter referred to as the “Loan”) from the Pekin CBD TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer’s Project. The terms and conditions for the Loan shall be as follows:
 - a. The full Loan amount of **\$150,000.00** shall be paid to the Developer from the Pekin CBD TIF District Special Tax Allocation Fund within thirty (30) days following the execution of this Agreement, or as the Developer’s TIF Eligible Project Costs are verified pursuant to *Section E* below, whichever occurs later.
 - b. The interest rate for the Loan shall be Three Percent (3%) per annum, and shall begin to accrue on the date the Loan funds are dispersed to the Developer.
 - c. The term of the Loan shall expire on the date that is two (2) years from the date the loan funds are disbursed to the Developer by the City pursuant to paragraph a above.
 - d. One-half (1/2) of the principal of the Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing on the date that is one year from the date the loan funds are disbursed to the Developer pursuant to paragraph a above, and continuing or before such date of each year thereafter for the term of the loan, 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 to operate the Rail House located on the Property.

- ii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
 - v. The Developer maintains a presence on the Property and does not vacate the Property during the term of the Loan.
 - vi. The Developer timely completes the Project pursuant to Section A(4) above.
 - vii. The Developer complies with Section A(3) above for the entire term of the Loan.
 - viii. The Developer allows use of the parking lot to patrons of the businesses located adjacent to the parking lot.
2. The Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days from the date of the City's request shall be cause for the City, at the City's sole discretion, to declare the Developer in default hereunder.

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 One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) 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 2***) 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 of 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 forty-five (45) 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.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. 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 twelve (12) months 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:

SPWT, LLC
c/o Dustin Maquet
1903 El Camino Drive
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. 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 the date that is two (2) years from the date the loan funds are disbursed by the City to the Developer pursuant to Section C above. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Developer vacates the Property or upon any other default by the Developer of this Agreement.

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

SPWT, LLC, an Illinois Limited Liability Company

By: _____
Mayor

By: _____
Dustin Maquet, President

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**SPWT, LLC
“Rail House Parking Lot Redevelopment Project”**

Pekin CBD TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to renovate and rehabilitate the parking lot located thereon for use by patrons of the Rail House and other businesses adjacent thereto.

Location: 220 Margaret, Pekin, Illinois

Parcel Number: 04-04-34-432-021

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$112,000
Site Preparation, Clearing and Grading	\$46,000
Total Estimated Eligible Project Costs	\$158,000

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$150,000.00**.

EXHIBIT 2

CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY SPWT, LLC

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated August 28, 2023
by and between the City of Pekin, Illinois, and SPWT, LLC (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: SPWT, LLC
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.
 - (vi) 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 "I"*** 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: August 28, 2023
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Ordinance No. 4106-23/24 Accepting Assignment of Sale from MCB

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Staff has been working on cleaning up the property at 827 Catherine St, after deeming the property unfit for human occupancy. There are many health and safety issues with the property presenting risk to the community. Morton Community Bank obtained the certificate of sale for the property pursuant to foreclosure and agreed to work with the City by assigning the certificate of sale to the city allowing us to proceed with the cleanup and demolition saving the City legal fees if we would take the matter to court. Before Council the acceptance of the certificate of sale. Staff recommends approval of this order.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City can move forward with clean up and demolition of a dangerous property.

IMPACT IF DENIED: The City will not move forward with clean up and demolition and will have to proceed with legal proceedings to address the health and safety concerns, which will present more costly with legal fees.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Ordinance No. 4106-23/24 Accepting Assignment of Certificate of Sale from Morton Community Bank for Real Estate Located at 827 Catherine Street

WHEREAS, on May 11, 2023, the property located at 827 Catherine Street in the City of Pekin (the "Property") was found to be unfit for human habitation pursuant to an order entered by the City's Administrative Hearing Officer in a code enforcement proceeding conducted in the City's Division of Administrative Hearings; and

WHEREAS, the residence located on the Property has been inspected by code enforcement officials of the City and was found to be dangerous and unsafe and in need of demolition; and

WHEREAS, Morton Community Bank ("MCB") has obtained a Certificate of Sale for the Property pursuant to foreclosure proceedings initiated by MCB in the Circuit Court of Tazewell County; and

WHEREAS, in lieu of the initiation of formal demolition proceedings, MCB has agreed to assign its interest in the Certificate of Sale for the Property to the City, which would allow the City to obtain a Sheriff's Deed conveying title to the Property to the City; and

WHEREAS, upon receiving title to the Property, the City could demolish and clean up the Property, which would serve a public purpose by eliminating a dangerous and unsafe structure; and

WHEREAS, the City Council desires to accept the assignment of the Certificate of Sale for the Property.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The City accepts the assignment of the Certificate of Sale for the Property from MCB, in substantially the form set forth on Exhibit A hereto.

Section 3. The Mayor and City Clerk are authorized to execute such agreements and documents as may be necessary to complete said assignment, and to obtain a Sheriff's Deed conveying the Property to the City pursuant thereto.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

[illegible]

Page 2, Except any interest in the Coal, Oil, Gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said Coal, Oil, Gas and other minerals, if any, situated in Tazewell County, Illinois;

P.I.N.: 04-04-35-354-012;

Commonly known as: 827 Catherine Street, Pekin, IL 61554.

DATED this ____ day of August, 2023.

MORTON COMMUNITY BANK,
An Illinois Banking Corporation,

By: _____
TODD A. AMAN, Sr. Vice Pres.

STATE OF ILLINOIS)
) SS.
COUNTY OF WOODFORD)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TODD A. AMAN, personally known to me to be the same person whose name is subscribed to the foregoing instrument as a Senior Vice-President of MORTON COMMUNITY BANK, an Illinois banking corporation, appeared before me this day in person and acknowledged his title and that he signed, sealed and delivered said instrument as his free and voluntary act of said corporation, for the uses and purposes therein set forth, and on his oath states that he was duly authorized to execute said instrument.

Dated this ____ day of August, 2023.

NOTARY PUBLIC

Benckendorf & Benckendorf, P.C.
101 NE Randolph Avenue
Peoria, Illinois 61606
Tel.: (309) 673-0797
Rule11@Benckendorf.com
MCB-Reilly 1210

All of Lot 12 and the East 10 feet of Lot 11 in Block 13 in CAMPBELL, DURLY AND NEWHALL'S ADDITION to the City of Pekin, as shown on plat recorded in Plat Book "C", Page 2, Except any interest in the Coal, Oil, Gas and other minerals underlying the land which have been heretofore conveyed or reserved in prior conveyances, and all rights and easements in favor of the estate of said Coal, Oil, Gas and other minerals, if any, situated in Tazewell County, Illinois;

P.I.N.: 04-04-35-354-012;

Commonly known as: 827 Catherine Street, Pekin, IL 61554.

Said purchaser will be entitled to a deed to said premises upon confirmation of said sale.

DATED this 6th day of July, 2023.

CPT. JR. Tazewell

JEFFREY LOWER
TAZEWELL COUNTY SHERIFF

Benckendorf & Benckendorf, P.C.
101 NE Randolph Avenue
Peoria, Illinois 61606
Tel.: (309) 673-0797
MCB-Reil1210

Attachment: Sheriff's Certificate (3657 : Ordinance No. 4106-23/24 Accepting Assignment of Sale from MCB)



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 51-23/24 Approve Funding Agreement with TCRPC

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is needed to allocate Motor Fuel Tax (MFT) funds to pay for the City's share for the Tri-County Regional Planning Commission (TCRPC formerly known as PPUATS) Funding Agreement. The City's portion for the local match is \$17,752.00, which is slightly above what was budgeted in the Motor Fuel Tax Fund for this budget. This resolution is required by Illinois Department of Transportation for MFT funds to be utilized.

FINANCIAL IMPACT:

Requested Amount: \$17,752.00
 Line Item: 240-240-569000
 Budgeted Amount: \$15,500.00
 Remaining Funds: \$15,500.00

IMPACT IF APPROVED: The City will pay the invoice and remain a member of TCRPC

IMPACT IF DENIED: The City will no longer be a member of TCRPC and will not be able to apply for STU grants.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

**Resolution No. 51-23/24 Approve Funding Agreement with Tri-County Regional Planning
Commission**

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

456 Fulton Street, Suite 401
Peoria, IL 61602

Date	Invoice #
7/31/2023	024755

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

Description	Amount
City of Pekin's share per Annual Joint Funding Agreement FY2024 Metropolitan Planning Organization - Peoria/Pekin Urbanized Area	17,752.0
Total	\$17,752.0

JOINT FUNDING AGREEMENT – UNIFIED PLANNING WORK PROGRAM FY 2024

This agreement is hereby entered into by the members of the participating agencies of the metropolitan planning organization (MPO) of the Peoria-Pekin Urbanized Area, recognized under Section 134 of the *Infrastructure Investment and Jobs Act (IIJA)*. It is intended to set forth the procedures and methods agreed upon to ensure sufficient local matching funds enabling the Peoria-Pekin Urbanized Area to receive **\$935,262.92** in Federal Highway Administration and Federal Transit Administration planning funds. The funding requires a 20% local match, requiring a total local match of **\$233,815.73** for Fiscal Year 2024. It is further agreed that the Greater Peoria Mass Transit District provides **\$3,800** as a pass-through membership fee for participation in the planning process.

The Federal Planning funds, FTA funds, and local dollars will be utilized for the work and services performed in accordance with the Unified Planning Work Program (UPWP) for Fiscal Year 2024. The work and services and their associated costs as contained in the UPWP were adopted by the Tri-County Regional Planning Commission. If state funds can be utilized to offset local match for FY 2024, local dollars will be programmed by the Tri-County Regional Planning Commission in a separate work program.

Each participating agency identified herein hereby agrees to pay its entire share to the MPO not later than November 1, 2023. The MPO is hereby designated to deposit local funds into a special bank account. Withdrawals from this account shall be for reimbursement for work accomplished on the appropriate designated work tasks. The MPO shall make a monthly report to the Tri-County Regional Planning Commission accounting for the expenses incurred on the work tasks identified in the UPWP. Federal and State funds shall be requested by and dispersed directly to the MPO in accordance with agreements of the State of Illinois and the Greater Peoria Mass Transit District.

The local money for FY 2024 shall be provided by each of the participating agencies noted herein by the contributing percentage of MFT funds each such agency received in Calendar Year 2022.

Community	2022 MFT Allotment	2022 MFT %	FY2024 Contribution
Peoria County	\$2,181,694	21.98%	\$50,550
Tazewell County	\$1,742,692	17.55%	\$40,379
Woodford County	\$604,102	6.09%	\$13,997
Bartonville, Village of	\$144,961	1.46%	\$3,359
Chillicothe, City of	\$139,693	1.41%	\$3,237
Creve Coeur, Village of	\$121,675	1.23%	\$2,819
East Peoria, City of	\$530,057	5.34%	\$12,282
Germantown Hills, Village of	\$78,514	0.79%	\$1,819
Morton, Village of	\$377,237	3.80%	\$8,741
Pekin, City of	\$766,175	7.72%	\$17,752
Peoria Heights, Village of	\$139,395	1.40%	\$3,230
Peoria, City of	\$2,620,595	26.40%	\$60,720
Washington, City of	\$376,136	3.79%	\$8,715
West Peoria, City of	\$104,267	1.05%	\$2,416
Greater Peoria Mass Transit District	N/A	N/A	\$3,800
TOTAL			\$233,816

Any surplus of local matching money with accumulated interest will remain on deposit in the special bank account managed by the MPO with any excess from previous years and may be used for such purposes and projects as designated by the Tri-County Regional Planning Commission.

This agreement is approved as indicated by signature of an agent of the undersigned participating agency represented on the Tri-County Regional Planning Commission:

Bartonville	_____	Date	_____
Chillicothe	_____	Date	_____
Creve Coeur	_____	Date	_____
East Peoria	_____	Date	_____
Germantown Hills	_____	Date	_____
GPMTD	_____	Date	_____
Morton	_____	Date	_____
Pekin	_____	Date	_____
Peoria	_____	Date	_____
Peoria Heights	_____	Date	_____
Washington	_____	Date	_____
West Peoria	_____	Date	_____
Peoria County	_____	Date	_____
Tazewell County	_____	Date	_____
Woodford County	_____	Date	_____



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



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

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

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

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

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

The City of Pekin's portion of the local share of the TCRPC (Unified Work Program) FY2024.

2. That there is hereby appropriated the sum of seventeen thousand seven hundred and fifty-two

Dollars (\$17,752.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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 August 28, 2023

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of August 2023

Day

Month, Year

(SEAL)

Clerk Signature

Date

Approved

Regional Engineer

Department of Transportation

Date



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 52-23/24 Approve Court Street Agreement with Illinois American Water

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: City staff has been coordinating with Illinois American Water (ILAW) for the past two years on the Court Street project so that the water main work could be done concurrently instead of after the new asphalt is placed. \$652,872.68 of the project is the responsibility of ILAW, and they will reimburse the City for this amount. This agreement states which bid items are the responsibility of Illinois American Water. Staff drafted the agreement and it has been approved by ILAW. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: N/A
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The agreement will be approved and the water main work will be completed in concurrence with the Court Street project.

IMPACT IF DENIED: The agreement will not be approved.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 52-23/24 Approve Court Street Agreement with Illinois American Water

WHEREAS, the City of Pekin solicited bids for the Court Street Rehabilitation Project from Stadium Drive to Valle Vista; and

WHEREAS, Illinois American Water plans to complete a water main construction project concurrently with the Court Street Project; and

WHEREAS, the water main construction plans were included in the City of Pekin's bid package; and

WHEREAS, the City of Pekin wishes to enter into an agreement with Illinois American Water whereby Illinois American will reimburse the City for the cost of the water main construction project.

NOW, THEREFORE, BE IT RESOLVED 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 Agreement with Illinois American Water attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into the Agreement, as presented in Exhibit A, with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor and/or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 53-23/24 Approving Agreement Hanson for Construction Oversight of Hangar Project

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City solicited requests for qualifications for engineering services for the airport, selected Hanson Professional Services, and entered into an Engineering Retainer Agreement with Hanson Professional Services on 2-27-2023. This resolution is to approve the first task order of the retainer agreement for construction oversight of the T-hanger project at the airport. Hanson will also be tasked with completing all documentation and paperwork required by IDOT (aeronautics division) for this project. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$54,200.00
 Line Item: 525-000-150600
 Budgeted Amount: listed as \$1,723,600.00 in the budget (not technically a budgeted item since it is a capital expense in an enterprise fund and is not considered an expenditure.)
 Remaining Funds: \$1,516,809.93

IMPACT IF APPROVED: The agreement will be signed.

IMPACT IF DENIED: The agreement will not be signed.

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 53-23/24 Approving Agreement Hanson for Construction Oversight of Hangar Project at Airport

WHEREAS, the City is in the process of constructing a new corporate and maintenance hangar at the Pekin Municipal Airport; and

WHEREAS, the City solicited requests for qualifications for engineering services for the airport, selected Hanson Professional Services, and entered into an Engineering Retainer Agreement with Hanson on February 27, 2023; and

WHEREAS, the City Council finds it is in the best interests of the City to award a professional services contract to Hanson Professional Services for construction oversight of a new corporate and maintenance hangar at the Pekin Municipal Airport.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The award of a professional services contract to Hanson Professional Services, Inc. for construction oversight of a new corporate and maintenance hangar at the Pekin Municipal Airport is approved.

Section 3. The Mayor is authorized and directed to enter into, and the Clerk is directed to attest, the Standard Agreement for Consultant Services at Illinois Airports for Architectural/Engineering (A/E), Planning and Special Services in substantially the form set forth in Exhibit A attached hereto.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by
The Illinois Department of Transportation
Division of Aeronautics
Effective: June 2012

☐ Preliminary Assessment and Schematic Design ☒ Construction Phase Services
☐ Design Phase Services ☐ Planning and Special Services

THIS AGREEMENT, made at Pekin Illinois,
this _____ day of _____ in the year _____
by and between the City of Pekin (hereinafter referred
to as the "Sponsor"), and Hanson Professional Services Inc. (hereinafter referred to as the
"Consultant"). This Agreement expires 5 years from the date of execution.

WITNESSETH

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a
public air navigation facility known as the Pekin Municipal Airport
in Tazewell County County, state of Illinois; and the project shall be identified as the
Illinois Project No. C15-4903 and SBG Project No. _____ ;
The following is the detailed project title and description from the Illinois Department of Transportation's
Office of Planning and Programming (OP&P) program letter which shall be carried through the
development of the project (attach supplemental information as necessary in Section I.H., Detailed Scope
of Services):

Construct 10-Place T-Hangar

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the
respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering
services enumerated herein-after, in connection with the implementation and development of the aforesaid
project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of
the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of

the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "*regulate and supervise aeronautics within this state*", with "aeronautics" defined as "...*the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...*". The Department shall not expend any funds appropriated, or made available...for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for...engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.

I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

~~This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).~~

~~The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J—Testing Schedule & ATTACHMENT K—Testing Rates & Cost Summary).~~

~~This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.~~

~~The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E—Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.~~

~~The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.~~

~~A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.~~

B. DESIGN PHASE SERVICES

~~This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by~~

~~a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted. Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:~~

~~1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES~~

~~The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.~~

~~2. CLARIFICATION OF PLANS~~

~~The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.~~

~~3. BIDDING ASSISTANCE~~

~~The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.~~

C. CONSTRUCTION PHASE SERVICES

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have

submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

2. FIELD ENGINEERING

a. ~~RESIDENT ENGINEER APPROVAL~~

~~The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.~~

b. ~~DAILY DIARY~~

~~The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).~~

c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Measurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. ~~Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.~~
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.

- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.
 - vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
 - vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.
- d. **FINAL INSPECTION**
Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.
- e. **SAFEGUARD THE SPONSOR**
Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.
- f. **OTHER ENGINEERING SERVICES**
Furnish other Engineering Services which may be required by the Sponsor, including surveys. Sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the

results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

~~g. FINAL QUANTITIES~~

~~Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.~~

~~D. PLANNING AND SPECIAL SERVICES~~

~~This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. These activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.~~

~~E. ENDORSEMENT OF DOCUMENTS~~

~~The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.~~

~~F. DELIVERABLES~~

~~At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:~~

- ~~1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.~~
- ~~2. DBE participation goal and breakout of DBE work.~~
- ~~3. QA verification of ELM Engineers Estimate for Schedule of Prices.~~
- ~~4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.~~
- ~~5. One set of final construction plans (half-size) and special provisions—sealed by the Consultant and executed by the Sponsor.~~
- ~~6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).~~
- ~~7. Original executed Consultant Project Certification (ATTACHMENT N).~~
- ~~8. Executed DBE Final Documentation (ATTACHMENT O).~~
- ~~9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).~~

~~G. NOTICE-TO-PROCEED (NTP)~~

~~The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).~~

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The dated project program notification letter (i.e. Program Letter) from the Department's Office of Planning and Programming, indicating the project's inclusion in the state program and the estimated funding participation sources/levels, shall constitute the NTP. The Consultant shall schedule a project

phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor may issue the written NTP with concurrence from the Department. In such cases, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

H. DETAILED SCOPE OF SERVICES (Attach / insert here).

1. Provide construction administration services and **part-time, periodic** construction observation services in accordance with the requirements stated herein and the project description contained within this document. The scope of work and hours herein are an approximation based on prior projects, but are subject to and influenced by contractor performance, duration of the project and individual tasks to complete the project. Additional effort beyond that captured within Attachment C1, that is no fault of Hanson Professional Services Inc. (Hanson), shall require additional compensation. Hanson agrees to advise the City of Pekin of the projected effort, if additional, prior to exceeding the hours within this Agreement.
2. Project will include:
 - Earth grading and the placement of offsite fill material, and compaction,
 - Construction of the hangar foundation,
 - Erection of a 10-place, steel-framed, t-hangar with bifold doors,
 - Installation of electrical equipment, power distribution, and fixtures,
 - Installation of drainage features and structures,
 - Fine grading and establishment of turf in areas of future airport pavements surrounding the hangar,
 - Installation and maintenance of erosion control items.
3. Coordination of the proposed improvements with the Sponsor, State, Federal Aviation Administration, local regulatory agencies, and the affected airport tenants.

Specific exclusions and assumptions:

- The Owner/Sponsor/City will maintain a daily diary, with guidance from Hanson.
- Coordination with any Contractor not associated with this specific project, i.e. any Contractor associated with other phases of the project, are excluded. Those services will be/agreed to outside of this Agreement.
- No environmental services, testing, mitigation, or permitting of any form is included within this Agreement.
- Any design (plan) changes outside of the scope of work bid and awarded are included in this Agreement.
- Onsite construction site meetings for the purpose of utility coordination are not included.

The above bulleted services may be added by amending the scope of work, schedule and compensation associated with the project.

II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ N/A
(representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

B. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ N/A
total amount not to exceed \$ N/A
unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.

For services outlined in Section I.C., Construction Phase Services, and further detailed in Section I.H, Detailed Scope of Services,

1. a cost plus a fixed payment of \$ _____ **VALUE**
total amount not to exceed \$ _____ **VALUE**
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor (and/or Department if applicable). The final charges shall be as soon as possible after official notification from the Consultant of the acceptance of the construction work. A time line will be submitted at each billing cycle after 50% which will indicate a projection of the completed engineering fee vs. the contractor's progress.

If more than one contract exists for the project, the monthly invoices submitted by the Consultant shall detail the amounts of work accomplished under each separate contract. The invoices shall also indicate the dates that the services were performed. If these services are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall be reimbursed at his actual cost for obtaining these services. However, the total payment to the Consultant shall be within the "not to exceed" amount as previously stated unless an amendment to this agreement is approved by the Sponsor (and/or Department if applicable).

For services outlined in Section I.D., Planning and Special Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 6,110.35
total amount not to exceed \$ 54,200.00
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted to and approved by the Sponsor. The final charges for the Special Services Phase shall be submitted within forty-five (45) days after official notification from the Consultant of the acceptance of the construction work or within 45 days after official notification from the Department of acceptance of other non-construction projects unless extended by the Department.
2. a lump sum payment of \$ N/A
unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the deliverables are approved and accepted by the Department.

III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

A. **TERMINATION**

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

B. **CHANGE IN CONSTRUCTION PLANS**

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

C. **HOLD HARMLESS**

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and

employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

D. DRAWING OWNERSHIP

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

E. CONTRACT FOR OUTSIDE SERVICES

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

F. FORMERLY NOTICE TO PROCEED (See Section I.G.)

G. SUBLET AGREEMENT

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)
 (Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, 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 Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the 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.

K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

L. THE CONSULTANT SELECTION

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The City of Pekin, Illinois hereby certifies that it
(Sponsor)

has completed the prescribed qualifications based consultant selection procedures.

The firm of Hanson Professional Services Inc. of Springfield, IL has
(Consultant) (Location)

been selected to provide the engineering services required for the project on:

October 31, 2017

(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

M. AMENDMENTS TO THE AGREEMENT

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

Date

Sign Name

Print Name

Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

N. CERTIFICATION OF CONSULTANT

(Public Act 90-0572 Section 50-5)

I hereby certify that I am Assistant Vice President (title) and duly authorized representative of the firm Hanson Professional Services Inc. whose address is 1525 South Sixth Street, Springfield, Illinois and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement,
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

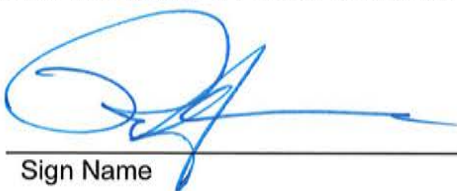
1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a

matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.

2. It has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

6/29/27
Date


Sign Name
Robert A. Waller
Print Name
Assistant Vice President
Title

O. FEDERAL TAXPAYER IDENTIFICATION NUMBER

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844717

This firm is doing business as a (please check one):

 Individual Partnership X Corporation"

(Reference: 49 CFR Part 26)

Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department's website on the "Doing Business" menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBE> Directory. The percent of work is computed based on the individual subconsultant's work effort in each category.

Firm Name: N/A

Subcontract Amount (\$): **0.00**

Prequalification Category	% of Work	DBE Certification

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

Q. DISCRIMINATION

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

R. DUES/FEES TO CLUBS WHICH DISCRIMINATE

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

S. CONFLICT OF INTEREST

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract and are made a part of this contract the same as though they were incorporated and included herein.

T. FELONY CONVICTION

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

U. ILLINOIS HUMAN RIGHTS NUMBER

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR #91932-00.

V. EDUCATIONAL LOAN DEFAULT

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

W. DRUG FREE WORKPLACE

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
 - a. Publish a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
 - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
 - 1) abide by the terms of the statement; and
 - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
 - b. Establish a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the Consultant policy of maintaining a drug free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug violations.

- c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
- d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.
- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

X. CAPACITY TO CONTRACT
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

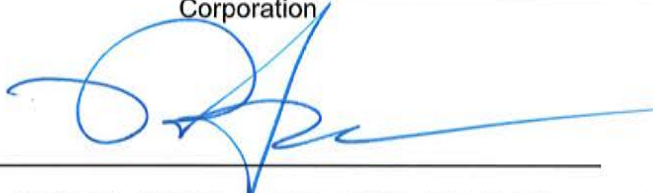
(Corporation)

The undersigned, being a duly authorized officer and the duly elected Secretary of

Hanson Professional Services Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

Hanson Professional Services Inc.

Corporation



BY **Robert A. Waller, Assistant Vice President**
Printed Name & Title

6/29/23

Date



BY **Dennis J. Hollahan, Vice President**
Printed Name & Title

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Partnerships and Non-Corporate Firms and Associations)

The undersigned, being each and every one of the partners/members/associates/(other) of

_____, hereby certify on behalf of themselves individually, that they have read Public Act 90-0572 Section 50-13 and that (i) they are not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; nor a spouse or minor child of any such enumerated person; or (ii) that they are such an enumerated person but that they are not entitled to receive individually more than 7 1/2% of the total distributable income of the partnership/firm/association, or together with their spouse or a minor child more than 15% of the total distributable income of the partnership/firm/association.

_____ day of _____, AD, 20_____

BY _____

BY _____

Printed Name & Title

Printed Name & Title

d/b/a _____
(Name)

CERTIFICATION OF CAPACITY TO CONTRACT

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

(Individual Consultants)

I, _____,
(Name)

hereby certify that I have read Public Act 90-0572 Section 50-13 and I further certify (i) that I am not an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) that I am not an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; and (iii) that I am not a spouse or a minor child of any such official, member, officer or employee.

____ day of _____, AD, 20____

BY _____

Printed Name & Title

d/b/a _____
(Name)

Y. CERTIFICATION REGARDING LOBBYING

(Reference: 49 CFR Part 20, Appendix A)

Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. 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 an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Z. INTERNATIONAL BOYCOTT

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

AA. NON-APPROPRIATION CLAUSE

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

BB. DEBT CERTIFICATION

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of *any* debt to the State during the term of the contract.

CC. GOODS FROM CHILD LABOR ACT

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

DD. QUALIFICATION BASED SELECTION ACT

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

EE. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

FF. RIGHTS TO INVENTIONS

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

GG. TRADE RESTRICTION CLAUSE

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower

tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

HH. BREACH OF CONTRACT TERMS

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. BAN ON TEXTING WHILE DRIVING

(Reference: Executive Order 13513)

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Consultant or subconsultant is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Consultant or subconsultant must insert the substance of this clause on banning texting when driving in all contracts and subcontracts.

Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, [Uniform Administrative Requirements for Grants and Cooperative Agreements](#). The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Pekin, Illinois, this August 3, 2023.
(city) (date) (year)

ATTEST:

(SEAL)

City of Pekin

(Sponsor Name)

37-6002169

(Federal Employee's Identification Number)

BY Sue E. McMillan
Printed Name & Title
City Clerk

BY Mary J. Burress
Printed Name & Title
Mayor

ATTEST:

(SEAL)



BY Robert A. Waller, Assistant Vice President
Printed Name & Title

Hanson Professional Services Inc.

(Consultant Name)

37-0844717

(Federal Employee's Identification Number)

BY D. J. Hollahan
Printed Name & Title
Dennis J. Hollahan, Vice President

LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u> –	PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u> –	DESIGN PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u> –	CONSTRUCTION PHASE SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u> –	PLANNING AND SPECIAL SERVICES <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u> –	ENGINEERING REPORT (General Guidance)
<u>ATTACHMENT F</u> –	RESIDENT ENGINEER'S DIARY (Standard Format)
<u>ATTACHMENT G</u> –	COST PLUS FIXED PAYMENT INVOICE (Standard Format)
<u>ATTACHMENT H</u> –	LUMP SUM INVOICE (Standard Format)
<u>ATTACHMENT I</u> –	EFFORT DETAIL BREAKDOWN (Standard Format)
<u>ATTACHMENT J</u> –	TESTING SCHEDULE
<u>ATTACHMENT K</u> –	TESTING RATES & COST SUMMARY
<u>ATTACHMENT L</u> –	SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS
<u>ATTACHMENT M</u> –	SUMMARY OF OVERHEAD AND INDIRECT COSTS
<u>ATTACHMENT N</u> –	PROJECT CERTIFICATION
<u>ATTACHMENT O</u> –	DBE FINAL DOCUMENTATION
<u>ATTACHMENT P</u> –	PROJECT SKETCH
<u>ATTACHMENT Q</u> –	PROJECT LETTING SCHEDULE
<u>ATTACHMENT R</u> –	OP&P PROGRAM LETTER
<u>ATTACHMENT S</u> –	CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER
<u>ATTACHMENT T</u> –	CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS
<u>ATTACHMENT U</u> –	RETAINER AGREEMENT

ATTACHMENT APRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICESESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	_____	(ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	_____	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	_____	
Meals/Per Diem ^{2,3}	_____	
Transportation ²	_____	
Materials & Supplies	_____	
Printing	_____	
CADD time ⁴	_____	
Other Costs (excluding outside services)	_____	
4. <u>Fixed Payment</u> ⁵	_____	
5. <u>Outside Services</u>	_____	
	Lump Sum	
Total Amount Not to Exceed	_____	(Rounded Down)

Estimated cost of total professional design phase services from TIP: \$ _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT A-1

PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager			
Senior Project Engineer**			
Senior Project Architect			
Project Engineer			
Project Architect			
Senior Electrical Engineer**			
Senior Architect			
Engineer			
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician			
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical			
Total			
	(hours)	(average)	(total direct salary costs) (ATTACHMENT A)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 26, 2021, unless otherwise noted.

** Actual rate shown.

ATTACHMENT B
DESIGN PHASE SERVICES
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>0.00</u>	(ATTACHMENT B-1)
2. <u>Labor and General and Administrative Overhead</u> ¹	<u>0.00</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>0.00</u>	
Meals/Per Diem ^{2,3}	<u>0.00</u>	
Transportation ²	<u>0.00</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>0.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment</u> ⁵	<u>0.00</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>0.00</u>	(Rounded Down)
OR		
Lump Sum		
Total Amount Not to Exceed	<u> </u>	
Estimated Construction Cost: \$	<u>0.00</u>	(ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT B-1

DESIGN PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

Classification [*]	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager		74.86	
Senior Project Engineer**		65.29	
Senior Project Architect			
Project Engineer		54.79	
Project Architect			
Senior Electrical Engineer**		70.08	
Senior Architect			
Engineer		38.78	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		45.29	
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical		33.93	
Total	(hours)	(average)	(total direct salary costs) (ATTACHMENT B)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 26, 2021, unless otherwise noted.

** Actual rate shown.

ATTACHMENT C**CONSTRUCTION PHASE SERVICES****ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>15,472.45</u>	(ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead¹</u>	<u>25,425.88</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>0.00</u>	
Meals/Per Diem ^{2,3}	<u>0.00</u>	
Transportation ²	<u>1,179.00</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>63.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment⁵</u>	<u>6,110.35</u>	
5. <u>Outside Services</u>	<u>5,950.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed	<u>54,200.00</u>	(Rounded Down)

Estimated Number of Calendar Days: 150Estimated Days of On-Site Resident Engineer Services: 12**NOTES:**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT C-1

CONSTRUCTION PHASE SERVICES

ESTIMATE OF SALARY EXPENSES

[illegible]

* Classifications may be adjusted as per Consultant's work force. Rates dated February 9, 2023, unless otherwise noted.

** Actual rate shown.

ATTACHMENT DPLANNING AND SPECIAL SERVICESESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>	
1. <u>Direct Salary Costs</u>	<u>0.00</u>	(ATTACHMENT D-1)
2. <u>Labor and General and Administrative Overhead¹</u>	<u>0.00</u>	
3. <u>Direct Nonsalary Expenses</u>		
Lodging ^{2,3}	<u>0.00</u>	
Meals/Per Diem ^{2,3}	<u>0.00</u>	
Transportation ²	<u>0.00</u>	
Materials & Supplies	<u>0.00</u>	
Printing	<u>0.00</u>	
CADD time ⁴	<u>0.00</u>	
Other Costs (excluding outside services)	<u>0.00</u>	
4. <u>Fixed Payment⁵</u>	<u>0.00</u>	
5. <u>Outside Services</u>	<u>0.00</u>	
Cost Plus Fixed Payment		
Total Amount Not to Exceed		(Rounded Down)
OR		
Lump Sum		
Total Amount Not to Exceed		

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ CADD incorporated into approved overhead and burden rate.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

ATTACHMENT D-1

PLANNING AND SPECIAL SERVICES

ESTIMATE OF SALARY EXPENSES

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal			
Vice Principal			
Project Manager		74.86	
Senior Project Engineer**		65.29	
Senior Project Architect			
Project Engineer		54.79	
Project Architect			
Senior Electrical Engineer**		70.08	
Senior Architect			
Engineer		38.78	
Planner			
Registered Land Surveyor			
Land Surveyor			
Senior Engineering Technician		45.29	
Engineering Technician			
Engineering Assistant			
CADD/Draftsman/Technician			
Clerical		33.93	
Total	(hours)	(average)	(total direct salary costs) (ATTACHMENT D)

* Classifications may be adjusted as per Consultant's work force. Rates dated January 26, 2021, unless otherwise noted.

** Actual rate shown.

ATTACHMENT E**ENGINEERING REPORT (General Guidance)**

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

ATTACHMENT F
**Illinois Department
of Transportation**
Resident Engineer's Diary

Airport: _____ Date: _____

Contractor: _____ IL Project No.: _____ SBG Project _____

Temperature _____ Wind: _____ Weather Conditions: _____

 Status: ☐ Active ☐ Suspended Jobsite Conditions: ☐ Workable ☐ Non-workable

Controlling Item: _____

Workforce

Consultant (# of people, hours): _____

Contractor (# of people, equipment, hours):

Daily Work

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): _____

Additional Work (change order, etc.): _____

Official Visitors: _____

Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):

Other:

 Calendar Days: _____
 Awarded
 Charged
 Remaining

 DBE Onsite? (yes or no)
 Own forces used? (yes or no)
 Own equipment used? (yes or no)

Submitted _____ Firm: _____ Date: _____

ATTACHMENT G

Hanson Professional Services Inc.
 1525 South Sixth Street
 Springfield, IL 62703
 Phone: (217) 788-2450
 Fax: (217) 788-2503

Invoice No:
 Project No:
 Invoice Date:
 Partial:
 Final:

Project Title: _____			
Phase: _____			
Agreement Date: _____	IL Project No.: _____		
Amendment Date: _____	Airport _____		
AIP Project No.: _____	County _____		
Program Letter Date: _____			
FOR PROFESSIONAL SERVICES RENDERED FROM: _____ - _____			
Contract Maximum Amount: _____			
	PREVIOUS BALANCE	CURRENT BILLING	PROJECT TO DATE BILLING
Direct Salaries	_____	_____	_____
Overhead Burden	_____	_____	_____
Total Direct Salaries & Overhead	_____	_____	_____
Premium Labor Cost	_____	_____	_____
Total Direct Labor	_____	_____	_____
Percent Complete	#N/A	#N/A	#N/A
Fixed Fee	_____	_____	_____
Direct Costs of Services by Others	_____	_____	_____
Direct Expenses	_____	_____	_____
Total Amount Invoiced	_____	_____	_____
Less: Amount Previously Invoiced	_____	_____	_____
Amount Due This Invoice	_____	_____	_____

I CERTIFY THIS BILLING IS CORRECT TO THE BEST OF MY KNOWLEDGE.	
_____ (Name/Date)	
APPROVED BY IDA ENGINEERING: _____	

Project Summary					
Previous	Current	Project to Date	Remaining	Payments	Outstanding

ATTACHMENT H

Hanson Professional Services Inc.
 1525 South Sixth Street
 Springfield, IL 62703
 Phone: (217) 788-2450
 Fax: (217) 788-2503

Invoice No:
 Project No:
 Invoice Date:
 Partial:
 Final:

Project Title: _____
 Phase: _____
 Agreement Date: _____
 Amendment Date: _____
 AIP Project No.: _____
 Program Letter Date: _____

IL Project No.: _____
 Airport _____
 County _____

FOR PROFESSIONAL SERVICES RENDERED FROM: _____ - _____

PROJECT TO
DATE BILLING

Lump Sum Fee (or Maximum Payable per Engineering Agreement) _____

Percent of Work Complete #N/A

Fees Earned to Date _____

#N/A

Less: Amount Previously Billed _____

#N/A

Amount Due This Invoice _____

#N/A

I CERTIFY THIS BILLING IS CORRECT
 TO THE BEST OF MY KNOWLEDGE.

 (Name/Date)

APPROVED BY IDA ENGINEERING: _____

Project Summary					
Previous	Current	Project to Date	Remaining	Payments	Outstanding

ATTACHMENT I

EFFORT DETAIL BREAKDOWN (Standard Format)

Page ____ of ____ Pages

Airport: _____

Illinois Project No. _____

Federal Project No. _____

Invoice No. _____

Date: _____

ENGINEERING COSTS BREAKDOWN

[illegible]

Total _____

ENGINEERING FIRM

Name _____

Address _____

Prepared By _____

Date _____

NOTE:

This format is for general information; however the consultant's format containing the essential data may be acceptable.

ATTACHMENT J**TESTING SCHEDULE**

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project.

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	12
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.

ATTACHMENT K

TESTING RATES & COST SUMMARY

[illegible]

The actual number of cylinder tests required will depend on number of days required to pave the slab, foundation, and sidewalk

ATTACHMENT L (Optional)**SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS**

	% of Direct Productive Payroll
Federal Insurance Contributions Act (FICA)	12.59
State and Federal Unemployment Compensation	0.32
Worker's Compensation Insurance	0.35
Paid Holidays, Vacation, Sick Leave, and Jury Duty	21.16
Severance Pay	0.07
Incentive Compensation	8.87
Pension and Retirement Benefits	11.30
Employee Group Insurance	16.81
Total Payroll Burden and Fringe Benefit Costs	71.47

NOTE:

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT M (Required)**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

	% of Direct Productive Payroll
Indirect salaries	52.09
Occupancy expenses – rent, utilities, and maintenance	9.98
Business insurance	2.98
Depreciation – furniture, fixtures, and building	1.73
Reproduction and printing costs	0.10
Office supplies and postage	0.83
Telephone	0.43
Computer Expenses	13.53
Legal and Accounting Services	1.20
Employees travel expenses	0.35
Services and consultant fees	3.56
Training and educational non-salary expenses (professional development)	1.10
Fees, licenses, dues, publications (technical and professional)	1.07
Equipment rental	0.35
Taxes except Federal Income Tax	1.81
Business development and Marketing expenses	0.22
Recruiting and relocating expense	0.63
Vehicle costs	0.80
Survey, material testing, and engineering supplies	0.36
Other indirect expenses	0.25
Gain/Loss of disposition of assets	-0.66
Facilities capital cost of money	0.14
General and Administrative Overhead Expenses	92.86
TOTAL OVERHEAD (Sum of Attachment L + Attachment M Values)	164.33

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

ATTACHMENT N

AIRPORT: _____

IL. PROJ. NO.: _____

IL. BLOCK GRANT PROJ. NO.: _____

CONTRACT NO.: _____

Project Description:

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or State of Illinois – Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ). Copy of Retainer attached (ATTACHMENT U).

Selection Date: _____

2. Project is clearly delineated on the approved Airport Layout Plan.

Approval Date: _____

3. The project is environmentally cleared.

☐ YES ☐ NODOCUMENT TYPE: ☐ CATEX ☐ EA ☐ EIS ☐ FONSI

Approval Date: _____

4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.

☐ YES ☐ NO

5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and , the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification to Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the Engineer of Design.

☐ YES ☐ NO

Approval Date of MOS (If applicable): _____

6. The design conforms to the approved programmed project scope.

☐ YES ☐ NO

7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).

☐ YES ☐ NO

8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.

☐ YES ☐ NO

Date _____

By: _____ P.E.

Project Engineer (Consultant)

Date _____

By: _____

Sponsor

Date _____

By: _____ P.E.

Aeronautics Design Engineer

Date _____

By: _____ P.E.

Aeronautics Engineer of Design

ATTACHMENT O**DBE FINAL DOCUMENTATION****Prime Consultant**

Name _____
 Address _____
 Telephone _____

Subject

Airport _____
 Illinois Project No. _____
 Federal Project No. _____

DBE Subconsultant

Name _____
 Address _____
 Telephone _____

Contract Amounts

Consultant Contract Amount _____
 DBE Contract Amount _____
 DBE Participation (%) _____

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.			
3.			
4.			
5.			
6.			
Totals			

DBE Contract amount has been met or exceeded [☐] Yes [☐] No (*check one*).

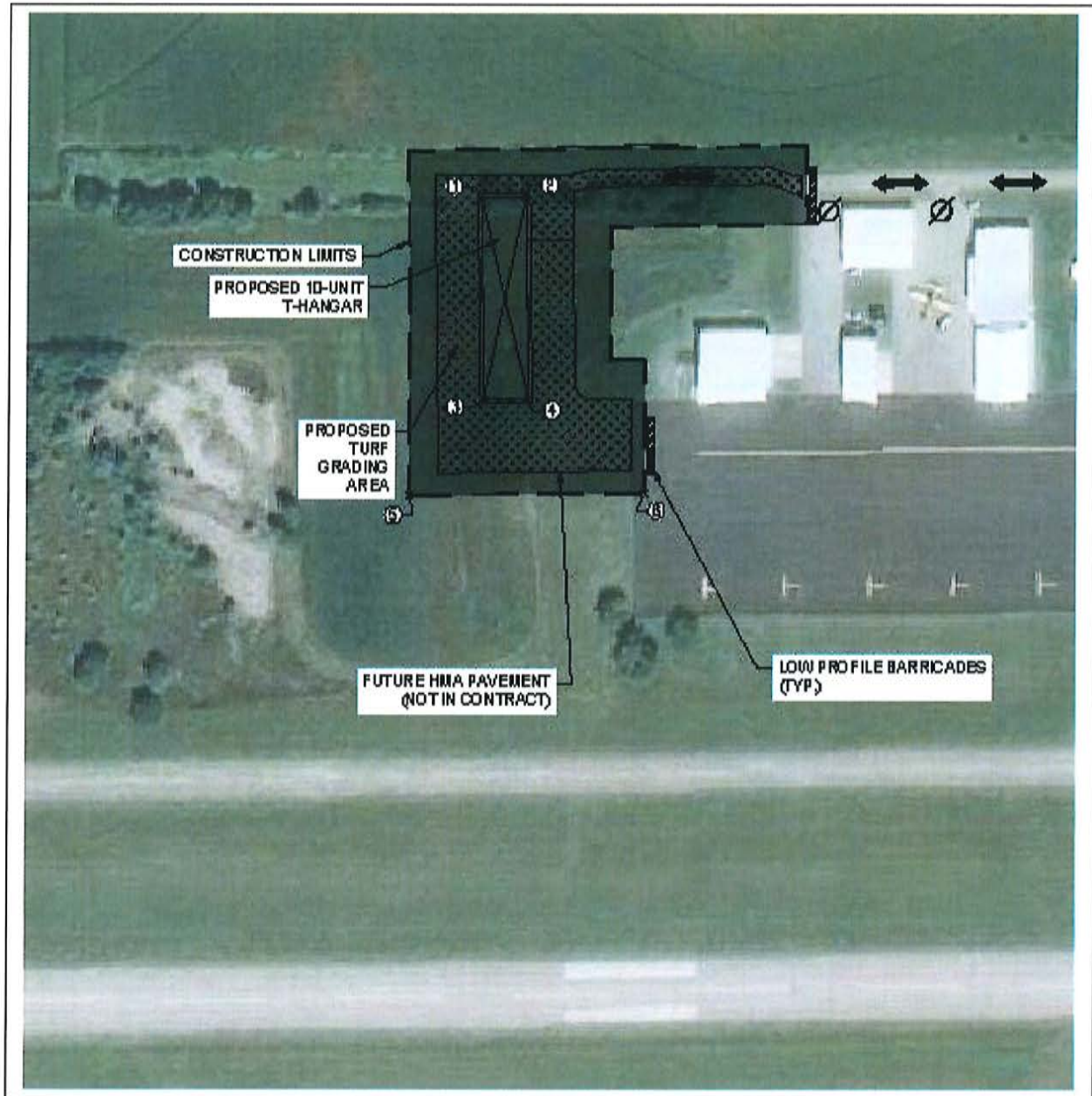
DBE Contract amount not met – Shortfall \$ _____ (*documentation explaining shortfall attached*).

Prime Consultant**DBE Subconsultant**

Print Name _____
 Title _____
 Signature _____
 Date _____

Print Name _____
 Title _____
 Signature _____
 Date _____

ATTACHMENT P
PROJECT SKETCH



ATTACHMENT Q**PROJECT LETTING SCHEDULE****NOT APPLICABLE – CONSTRUCTION PHASE ONLY**

ATTACHMENT R

OP&P PROGRAM LETTER



Illinois Department of Transportation

Office of Planning and Programming
2300 South Dirksen Parkway / Springfield, Illinois / 62764

August 9, 2020

Mr. Todd Dugan
Pekin Municipal Airport
13906 Airport Lane
Pekin IL 61554

Mr. Dugan,

The Illinois Department of Transportation's Airport Improvement Program provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This IDOT FY- 2021 Airport Improvement Program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation which provide for a minimum of \$1 million in entitlement funds for primary airports and a maximum of \$150,000 entitlement funds for non-primary airports. Federal legislation calls for a maximum 90% federal participation. As such, the state and local match will be 5% each for all projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois Airport Improvement Program is dependent upon receipt of Federal funds and legislative authorization of state appropriations. In addition, proposed development and land acquisition must be shown on an approved ALP, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. For projects seeking Federal Discretionary Funds projects, these requirements must be completed, and evidence of completion provided to Aeronautics by October 1, 2020, before a project can be considered for funding.

The Department and the Airport Sponsor hereby specifically agree that they shall pay the above defined percentages of all project costs. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project. **In the event your project exceeds these budget totals, the Sponsor may elect to pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed to complete the project. If additional funds are deemed necessary post award, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be allocated.**

Pekin Municipal Airport
August 9, 2020
Page 2

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the state and local costs as itemized below. This will include any amount which exceeds the totals listed.

Projects were selected based on the FAA's National Priority System as well as other state and local priorities. The Department has programmed the following project to be included in the IDOT FY 2021 Proposed Airport Improvement Program for your airport:

The project "Reimbursement: Hangar locally constructed in 2020" will be funded as follows:

Federal Non-Primary Entitlement Funds	\$450,000
State Match	\$0
Local Match	\$50,000
Total Project Cost	\$500,000

*** If this project is seeking AIP Federal Discretionary Funds from the Federal Aviation Administration (FAA) until such time the funds are received by the Department this project is not guaranteed.**

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility of professional services for state and federal funding participation, you are required to satisfy the qualifications based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development provided all state and federal requirements have been met. It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

Please contact Mr. Alan Mlacnik, P.E. – Bureau Chief of Airport Engineering at 217.785.4884 to initiate this project. **Please initiate this project within 12 months of the date of this letter or this project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.**

Pekin Municipal Airport
August 9, 2020
Page 3

Please contact me in the Office of Planning and Programming at 217.782.4118 or Richard Borus in Aeronautics at 217.785.0056 if you have questions regarding this program letter.

Sincerely,



BJ Murray
Section Chief, Aviation Program Planning
Office of Planning and Programming

ATTACHMENT S**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /
ADMINISTRATIVE EXPENSE RATE LETTER****Illinois Department of Transportation**

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 17, 2023

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

James Messmore
HANSON PROFESSIONAL SERVICES INC.
1525 South Sixth Street
Springfield, IL 62703

Dear James Messmore,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2021. Your firm's total annual transportation fee capacity will be \$97,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 164.33% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2022. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

ATTACHMENT T

CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS

NOT APPLICABLE – PROJECT BID AND AWARDED

ATTACHMENT U
RETAINER AGREEMENT
(SEE NEXT PAGE)

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Pekin, Illinois, this 31 day of
October, in the year 2017 by and between the
City of Pekin, Illinois

(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and
Hanson Professional Services Inc. (Hanson)

(hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program, in stages, of a public air navigation facility known as Pekin Municipal Airport
(hereafter referred to as "Airport"), in Tazewell County, State of Illinois; and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program; and

WHEREAS, the development program shall be described as:

1. HMA overlay of runway, taxiway approach and turn-around pavements; remarking and landscaping items. Project includes remaining pavement repairs, and repairs and sealing that develop within time of programming and construction;
2. Installation of weather observation equipment and associated site work to provide basic weather information to pilots;
3. Upgrade existing perimeter fence to 8' Class E fence in frontal areas;
4. Construct access taxiways and access road extension to T-hangar site;
5. Construction of T-hangars;
6. Construction of a new fuel farm and underground tanks;
7. Preparation of project pre-applications/applications and Transportation Improvement Program (T.I.P.) sheets; and
8. Update of the Exhibit A.

WHEREAS, the Department of Transportation, Office of Intermodal Project Implementation-Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "Aeronautics");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the local area, applicable legal standards and State of Illinois, Office of Intermodal Project Implementation-Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute an Agreement for Architectural, Engineering and Planning Services for Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Engineer.
- C. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) deliver to the Owner available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. The Owner acknowledges the Engineer's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the Engineer under this Agreement are instruments of the

Engineer's professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineer.

The Engineer may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Engineer. The Owner agrees to waive any claim against the Engineer arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Engineer shall proceed to furnish engineering services on any part of the scope of work, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Engineer agrees that the Owner, Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. The Engineer shall provide available information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or,
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
 6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this agreement in whole or in part for its sole convenience by furnishing written sixty (60) day notice of such termination to the Engineer. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under paragraph II.C., above, the Owner will be obligated to compensate the Engineer for the work performed prior to the termination and a reasonable profit on that portion of the work which was remaining to be completed but was not fully performed as of the date the

Engineer was informed of the Owner's decision to terminate, except profit paid to the Engineer shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Engineer at the time of the stop work notice.

- F. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Pekin,
Illinois, this 24th day of October, 2017.

CITY OF PEKIN, ILLINOIS

ATTEST:
(SEAL)

Shah Newcomer Deputy City Clerk for Sue McMillan City Clerk

BY: *John McCarty*
TITLE: Mayor of Pekin

BY: _____
TITLE: _____

37-6002169

Federal Employer's Identification Number
(F.E.I.N.)

HANSON PROFESSIONAL SERVICES INC.

ATTEST:
(SEAL)

BY: *Robert A. Waller*
TITLE: Assistant Vice President
91932-00

Illinois Human Rights Number

BY: *Dennis J. Hollahan*
TITLE: Vice President/Secretary
37-0844717

Federal Employer's Identification Number
(F.E.I.N.)



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: David Hess, IT

AGENDA ITEM: Resolution No. 54--23/24 Authorize the Purchase of 14 Replacement Data Terminals

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Annually the goal of the IT Department is to replace 5 data terminals to keep the Police fleet as modern as possible. That was not possible in the last 3 years due to shortages in the supply chain but now we are able to play catch up and have budgeted for the expense ahead of time knowing the market was catching up. We are recommending the expenditure of funds now before the market takes another jump with the upcoming election cycle. Bids were sought from SHI our regular Vendor and Supreme Radio the Police Department's current equipment integrator. With the percentage for local source bidding, Supreme Radio was able to meet the bid from SHI. It will also allow the Police Department to stage the installation components for the units at the Vendor with our other equipment, saving time on vehicle installations.

FINANCIAL IMPACT:

Requested Amount: \$75,844.99
 Line Item: 100-009-599802
 Budgeted Amount: \$450,000
 Remaining Funds: \$399,205.35 before expense

IMPACT IF APPROVED: Police fleet will all be data terminals aged newer than 3 years

IMPACT IF DENIED: Police data terminals will continue to age and list will grow in cost

ALTERNATIVES: More costly alternatives

REQUIRED SIGNATURES

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

City Manager:
 Date:

Resolution No. 54-23/24 Authorize the Purchase of 14 Replacement Data Terminals for Police Squad Cars

WHEREAS, the Police Department has need to replace the data terminals in squad cars, which include GETAC laptops, docking stations, and power adapters, to maintain the most up to date technology; and

WHEREAS, the Police Department is requesting to purchase 14 new data terminals in FY24, with the remaining data terminals to be replaced over the course of the next few fiscal years; and

WHEREAS, the City sought bids from SHI and Supreme Radio; and

WHEREAS, Supreme Radio is the City's current vendor so is better able to integrate the new data terminals with existing City equipment, and was able to match the bid submitted by SHI; and

WHEREAS, the City Council finds it is in the best interests of the City to purchase the new data terminals from Supreme Radio.

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

Section 1. The foregoing findings and recitals are found to be true and correct and are incorporated herein.

Section 2. The purchase of 14 new squad car data systems, as set forth in Exhibit A attached hereto, is approved. The Interim City Manager is authorized to take such steps and sign such documents necessary to complete the purchase of the data systems.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



Supreme Radio Comm., Inc.
4017 North Prospect Rd
Peoria Heights, IL 61616
(309) 682-0831 Fax: (309) 682-5949

8.17.a

QUOTATION

QUOTE NO.: 48526 - 00 EC
DATE: 8/22/23
TERMS: UPON RECEIPT (INV)
DELIVERY:

PP72336
TO: Pekin Police Department
Attn: David Hess Network Admin.
111 South Capitol Street
Pekin, IL 61554

Please reference Quote No. on
Correspondence & purchase orders.
Prices firm for 30 days.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
14	GDVNHL	GETAC:V110 HAVIS VEHICLE DOCK& REPLICATION WITH SCREEN STIFFE	736.38	10,309.32
14	GAD2X8	GETAC 120W 11-16V/22-32V DC VH ADAPTER	102.44	1,434.16
14	VM4P7PJABUBC	GETAC:V110G6-I7-10510U WINHELL O WIN11+32GB 256GB PCLE SSD	4,206.99	58,897.86
14	GE-SVTBNFX4Y	GETAC/BUMPER TO BUMPER 4 YEAR EXTENDED WARRANTY	275.90	3,862.60
			Item summary	74,503.94
			Subtotal	74,503.94
Continued on following page				

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Dave Lander 147

THIS QUOTE IS SUBJECT TO REVIEW BY MANAGEMENT FOR COMPLETENESS AND ACCURACY.

Accepted

by

LEGAL NAME OF PURCHASER

AUTHORIZED SIGNATURE

P.O. No.

Date

Attachment: Q48526 Getac (3655 : Resolution No. 54--23/24 Authorize the Purchase of 14 Replacement Data Terminals)

QTY	DESCRIPTION	UNIT PRICE	TOTAL
		Inbound Frt	1,341
		GRAND TOTAL :	75,844

Attachment: Q48526 Getac (3655 : Resolution No. 54--23/24 Authorize the Purchase of 14 Replacement Data Terminals)



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Roy Beckham, Assistant Finance Director

AGENDA ITEM: Resolution No. 55-23/24 Authorize Reimbursement of Expenses to Holzwarth-Flexsenhaur LLC

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin executed a lease for a private hangar with Holzwarth-Flexsenhaur LLC in 2014. Holzwarth-Flexsenhaur LLC entered into a lease extension with the City of Pekin in FY23. Holzwarth-Flexsenhaur LLC previously paid for a hangar door upgrade, which the City had agreed to pay back via rent reduction. That hangar door has been completed and the rental payment schedule attached shows the payback schedule along with paid invoices. Staff recommends reimbursing Holzwarth-Flexsenhaur for the outstanding amount of \$37,227.49.

FINANCIAL IMPACT:

Requested Amount: \$37,227.49
 Line Item: 525-000-150600
 Budgeted Amount: N/A
 Remaining Funds: N/A

IMPACT IF APPROVED: Outstanding balance will be paid

IMPACT IF DENIED: Outstanding balance will not be paid

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 55-23/24 Authorize Reimbursement of Expenses Holzwarth-Flexsenhaur

WHEREAS, the City of Pekin entered into a lease with Holzwarth-Flexsenhaur LLC for hangar space at the Pekin Airport in 2014 (the “Lease”); and

WHEREAS, Holzwarth-Flexsenhaur LLC completed an upgrade to the hangar door on the agreement that the City would reimburse them the cost via rent reduction during the term of the Lease; and

WHEREAS, on August 28, 2023, the City Council approved a 5-year extension of the Lease; and

WHEREAS, The City of Pekin determined that it’s in the best interest of the City to reimburse Holzwarth-Flexsenhaur LLC for expenses incurred for the total amount of \$37,227.49 rather than reimbursing the cost through rent reductions.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. A direct payment of \$37,227.49 to Holzwarth-Flexsenhaur LLC for reimbursement of the hangar door upgrade completed by Holzwarth-Flexsenhaur LLC is approved, and the Interim City Manager is directed to cause said payment to be issued.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

Door Total for reimbursement 52027.49 525-000-150600
Original Reimbursement Schedule

	Rent	Amt paid	Diff	
Jan-17	700	700	0	
Feb-17	700	700	0	
Mar-17	700	700	0	
Apr-17	700	700	0	
May-17	700	700	0	
Jun-17	700	700	0	
Jul-17	700	700	0	
Aug-17	700	700	0	
Sep-17	700	700	0	
Oct-17	700	700	0	
Nov-17	700	700	0	
Dec-17	700	700	0	
Jan-18	700	700	0	
Feb-18	700	700	0	
Mar-18	700	700	0	
Apr-18	700	700	0	
May-18	700	700	0	
Jun-18	700	700	0	
Jul-18	700	700	0	
Aug-18	700	700	0	
Sep-18	700	700	0	
Oct-18	700	700	0	
Nov-18	700	700	0	
Dec-18	700	700	0	
Jan-19	700	700	0	
Feb-19	800	700	100	
Mar-19	800	700	100	
Apr-19	800	700	100	
May-19	800	700	100	
Jun-19	800	700	100	
Jul-19	800	700	100	
Aug-19	800	700	100	
Sep-19	800	700	100	
Oct-19	800	700	100	
Nov-19	800	700	100	
Dec-19	800	700	100	
Jan-20	800	700	100	
Feb-20	900	700	200	
Mar-20	900	700	200	
Apr-20	900	700	200	
May-20	900	700	200	
Jun-20	900	700	200	
Jul-20	900	700	200	
Aug-20	900	700	200	
Sep-20	900	700	200	
Oct-20	900	700	200	
Nov-20	900	700	200	
Dec-20	900	700	200	
Jan-21	900	700	200	
Feb-21	1000	700	300	
Mar-21	1000	700	300	
Apr-21	1000	700	300	
May-21	1000	700	300	
Jun-21	1000	700	300	
Jul-21	1000	700	300	
Aug-21	1000	700	300	
Sep-21	1000	700	300	
Oct-21	1000	700	300	
Nov-21	1000	700	300	
Dec-21	1000	700	300	
Jan-22	1000	700	300	
Feb-22	1100	700	400	
Mar-22	1100	700	400	
Apr-22	1100	700	400	End original Schedule and lease
May-22	1100	700	400	Begin non lease period
Jun-22	1100	700	400	
Jul-22	1100	700	400	
Aug-22	1100	700	400	
Sep-22	1100	700	400	2,950.00
Oct-22	1100	700	400	5,769.32
Nov-22	1100	700	400	5,400.00
Dec-22	1100	700	400	2,431.00
Jan-23	1100	700	400	18,733.42
Feb-23	1100	700	400	<u>16,743.75</u>
Mar-23	1100	700	400	
Apr-23	1100	700	400	52,027.49
May-23	1100	700	400	
Jun-23	1100	700	400	
Jul-23	1100	700	400	
Aug-23	1100	700	400	

Total 70800 56000 14800

Reimbursement Amount 52,027.49
Amount credited so far 14,800.00
Amount outstanding 37,227.49 525-000-150600



Bloomington
908 White Oak Road
Bloomington, IL 61701
Phone: (309)205-3100
Fax: (847)229-3515

Visit us on the web at: www.hinessupply.com

SOLD TO
LARRY SEAL - CASH ACCOUNT

SHIP TO
STEVE RAINBOLT

BLOOMINGTON, IL

BLOOMINGTON, IL

ACCOUNT #	QUOTE #	TERMS	DATE ENTERED	SLSMN	EXPIRATION DATE
CASHLSEA	1000955		11/12/15	LSEAL	11/27/15
ORDERED	U/M	DESCRIPTION	PRICE	AMOUNT	
		**** QUOTE ****			
13	EA	24" LVL 1-3/4" X 20'	215.750	2804.75*	
3	EA	24" LVL 1-3/4" X 16'	172.600	517.80*	
2	EA	24" LVL 1-3/4" X 12'	129.450	258.90*	
2	EA	24" LVL 1-3/4" X 8'	86.300	172.60*	
2	EA	SIMPSON ABU1010Z BRACKET	89.578	179.16*	
2	EA	SIMPSON CCCQ98SDS2.5 BRACKET	123.648	247.30*	
68	EA	SIMPSON HL33 CLIP	4.556	309.81*	
136	EA	1/2X3-1/2 GALV HEX LAG SCREW	0.930	126.48*	
34	EA	1/2X5 GALV CARRIAGE BOLT	1.280	43.52*	
68	EA	1/2 GALV FLAT WASHER 25# 650PC	0.140	9.52*	
34	EA	1/2 GALV HEX NUT 25# 667PC	0.120	4.08*	
4	EA	SIMPSON SDW22800DBR50	47.033	188.13*	
51	PC	SYP 2X8X14' #1	9.410	479.91*	
November 13, 2015 12:58:38 OT:MSTUD			MERCHANDISE	5341.96	
***** * QUOTE * *****			SHIP VIA 509	OTHER	0.00
PAGE 1 OF 1			TAX 8.000%	427.36	
			FREIGHT	0.00	
QUOTATION			TOTAL	5769.32	

Date: _____ If properly signed and returned to us before _____ days from this date, and accepted by us at our corporate office in Buffalo Grove, IL, this proposal will expire on _____, 20____ or upon delivery of _____ building(s) whichever occurs first. THIS ESTIMATE & PROPOSAL IS: 1. Subject to approval by Hines Lumber Credit Department in Buffalo Grove, IL. 2. Subject to adjustments in exclusions or loading. 3. Not guaranteed to contain quantities sufficient to complete the job. 4. A binding agreement for price when signed by both parties, and does not obligate the parties to buy or sell materials described. LEGAL CO. CORP NAME: _____ AUTHORIZED AGENT: _____ DATE: _____ Hines Lumber By: _____

Invoice



ATSE Consultants, LLC
2400 N Main St Unit F
East Peoria IL, 61611

Date	Invoice #
11/9/2015	918

Bill To
Holzwarth Flying Services Attn: Bradon Flexsenhar 1351 Airport Rd Lincoln, IL 62656

P.O. No.	Due Date	Project
	12/9/2015	HOL2015_01

Hours	Description	Rate	Amount
	Pekin Airport Hanger Structural Design New Door / Modification of an existing metal hanger ATSE: HOL2015_01	5,400.00	5,400.00

Payments/Credits	\$0.00
Balance Due	\$5,400.00

Attachment: Holzwarth-Flexsenhaur LLC Rent Payment and Hangar Upgrade Invoices (3656 : Resolution No. 55-23/24 Authorize Reimbursement



Estimate

 Page 1 of 1 Page(s)

SOUGHT Insulation

ADVANCED FOAM INSULATION
15736 CR 3400E
MASON CITY, IL 62664
(217)482-3595

"IT PAYS FOR ITSELF"

Estimate for Services Detailed Below

Customer Name <u>Holzwarth Flying service.</u>	
Customer Address <u>Pekin airport.</u>	
<u>agpilot79@yahoo.com.</u>	
Customer Phone <u>309) 208-9668.</u>	Date of Proposal <u>4/12/15</u>

2" closed cell on Hanger Door.

65' x 17'

1,105 sq ft.

At \$1.10 a sq ft per inch thick.

2" is R-16 value Airtight

2" Adds 30 % structural strength.

Payment Terms: check.

We propose to furnish material and labor to the above specifications
for the sum of:

\$ 2431.00

Proposed Costs May Change If Accepted After 60 Days.

Acceptance of Proposal Terms: The above proposal is satisfactory and I give my permission to authorize
the work as specified. Payment will be made as outlined above.

Signature of Contractor [Signature]

Signature of Customer _____

Date 4/12/15,

Date _____

Attachment: Holzwarth-Flexsenhaur LLC Rent Payment and Hangar Upgrade Invoices (3656 : Resolution No. 55-23/24 Authorize Reimbursement



200 E Lafayette Unit 3A
Bloomington IL 61701

Date

Rate

Name / Address

Chuck Holzwarth

			Pages
Description	Qty	Rate	Total
Labor to remove existing door and reframe opening from 60' to 65' wide.	1	5,000.00	5,000.00
Labor to hang new door and install liner panel on both sides.	1	6,950.00	6,950.00
29 gauge MAX-RIB ultra PVF Kynar Regal White in color, all 29 gauge j-channel, all 29 gauge drip and base trim,	1	2,683.42	2,683.42
All lumber, screws, and hydraulic fluid.	1	1,200.00	1,200.00
Equipment rental for 2 telehandlers and 1 scissor lifts.	1	2,900.00	2,900.00
Down payment of 50% required before ordering		0.00	0.00
Pekin		Subtotal	\$18,733.42
		Sales Tax (0.0%)	\$0.00
		Total	\$18,733.42

INVOICE

Icon Door Systems
 702 E 1st St.
 Minneota, MN 56264
 p: 507.872.5901
 f: 507.322.4014
 e: LukeG@icondoors.com

Invoice#: 20310

Quote #: 12392

Date: 3/2/2015

Sales Rep: Luke Gregoire

Bill To:

Chuck Holzwarth
 Lincoln, IL

Customer Contact Info:

Phone 1: 217-965-5268
 Phone 2: 309-657-2176
 Email: flyinglow58@yahoo.com

Shipping To:

Lincoln, IL

Item #: 1	Qty: 1	Size: 65' 9" x 17' 4"	Mount: Inside	Price Each:	\$15,719.51
• Wood Building Header • Wood Building Jamb • 90mph Wind Load • Inside Skin Prep - \$1024.24				Options:	\$1,024.24
				Item # 1 Total:	\$16,743.75
Item #: 2	Qty: 1	Size: 64' 9" x 15' 9"	Mount: Inside	Price Each:	\$14,291.79
• Wood Building Header • Wood Building Jamb • 90mph Wind Load • Inside Skin Prep - \$850.71				Options:	\$850.71
				Item # 2 Total:	\$15,142.50
Item #: 3	Qty: 1	Size: 64' 8" x 15' 10"	Mount: Inside	Price Each:	\$14,318.50
• Wood Building Header • Wood Building Jamb • 90mph Wind Load • Inside Skin Prep - \$852.75				Options:	\$852.75
				Item # 3 Total:	\$15,171.25
				Freight:	\$2,093.00
				Subtotal:	\$47,057.50
				Tax (if applicable):	\$0.00
				Grand Total:	\$49,150.50
				Deposit Due:	\$24,575.00
				Due FOB:	\$24,575.50

Attachment: Holzwarth-Flexsenhaur LLC Rent Payment and Hangar Upgrade Invoices (3656 : Resolution No. 55-23/24 Authorize Reimbursement



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: John Dossey, Interim City Manager and Police Chief

AGENDA ITEM: Resolution No. 56-23/24 Approve Lease Agreement with Holzwarth-Flesenhaur LLC

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: On March 13, 2023 Council was presented with resolution No. 547-22/23 regarding an airport hangar lease with Holzwarth-Flexsenhaur LLC. There was discussion by Council and a suggestion made to reimburse the tenant on a overhead door that was installed. The item was tabled at that time, with direction to look into paying off what was owed on the door. Staff has determined that the outstanding balance on the door is \$37,227.49. Council will be approving the payment of \$37,227.49 in another agenda item to make the tenant whole, thus making this lease agreement clean. This lease will be with Holzwarth-Flexsenhaur LLC. The new lease will begin on September 1, 2023 and will last Five (5) years until August 31, 2028. Through the course of the agreement there are built-in increases as shown in attachment B. Staff recommends approval of this lease agreement.

FINANCIAL IMPACT: This will be a revenue received in line item 525-525-491000.

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The City will enter into a five year agreement with the tenant.

IMPACT IF DENIED: The city will not enter into the agreement.

ALTERNATIVES:

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Resolution No. 56-23/24 Approve Airport Lease Agreement with Holzwarth-Flexsenhar LLC

WHEREAS, the City of Pekin executed a lease for a hangar with Holzwarth-Flexsenhar LLC in 2014;
and

WHEREAS, the current lease expired in April of 2022; and

WHEREAS, Holzwarth-Flexsenhar LLC wishes to enter into a lease extension with the City of Pekin for an additional 5 years.

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

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. A five year lease agreement with Holzwarth-Flexsenhar LLC is approved in substantially the form as set forth on Exhibit A attached hereto, with such changes as the Mayor deems to be necessary and appropriate.

Section 3. The Mayor is authorized and directed to execute, and the Clerk is directed to attest, a lease agreement as approved herein.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK



PEKIN MUNICIPAL AIRPORT HANGAR E LEASE AGREEMENT

City of Pekin, Lessor, and Holzwarth-Flexsenhar LLC, Lessee, do on this **September 1, 2023** agree to the following terms and conditions constituting their agreement for the rental of **Hangar E**, solely for the purposes of operating an aeronautical business, at the Pekin Municipal Airport. .

1. TERM OF LEASE.

This agreement shall commence on **September 1, 2023** and shall be for a term of **Five (5)** years through **August 31, 2028**.

2. RENTAL FEE.

Lessee agrees to pay the sum of **one thousand one hundred dollars (\$1,100.00)** **per month**, STARTING September 1, 2023, then according to the lease payment schedule thereafter as described in Addendum B. Rent is payable in advance on the first (1st) day of each month. Use of electricity and gas is included in this fee. Use of electricity and gas is described and agreed upon in Addendum A.

3. USE OF PREMISES.

Lessee shall be subject to **all airport rules and regulations**, including but not limited to, the following:

- a. Lessee acknowledges that this agreement is for rental of **Hangar E**, for the purposes of operating an aeronautical business, for this agreement to be binding. Lessee has been issued appropriate door keys and agrees to return keys upon vacating the space. Lessee agrees to not make any modifications to the door or door lock and to not place any other locking device on the door. Such modifications are only permitted with approval



from Lessor. Lessee also agrees to not make any modifications or improvements to **Hangar E** without approval from Lessor.

- i. Renovations and/or upgrades to the facility, that are structural or include systems such as electrical and/or HVAC (heating, ventilating, and air conditioning, not including cosmetic items such as painting or flooring etc., will only be permitted with written approval from the Airport Manager and license/permit from City of Pekin Code Enforcement.
 - ii. Proposal must be submitted to Airport Manager prior to any said renovations and/or upgrades to facility.
 - iii. Proposal should include any sought reimbursement from Lessor to Lessee for said renovations and/or upgrades which must include but not limited to: Total amount of reimbursement; Schedule of reimbursement; And, mode of reimbursement.
- b. Lessor shall not be liable for theft, vandalism, or pilferage of any items stored in **Hangar E**. Lessee agrees to furnish in writing a list of its partners, employees, agents, servants, or officers authorized to enter into **Hangar E** and to be in and around valuables and equipment while in storage.
- c. Equipment and property shall not be placed in **Hangar E** with leaky fuel or oil systems, in disrepair, or in any other conditions that make the storage and use of equipment and property a fire hazard, environmental hazard, health hazard, or contrary to rules and regulations of the Federal Aviation Administration (FAA) or the Pekin Municipal Airport.



- d. No smoking is permitted indoors the **Hangar E** or within 15 feet of entrance doors.
- e. Waste oil shall be collected, contained, and disposed of properly. All other items detrimental to the environment and human health shall be disposed of properly. Garbage shall be disposed of only in the garbage containers provided by Lessor.
- f. This lease shall not be sold, assigned, or in any manner transferred or encumbered by Lessee, nor shall the lease premises or any part thereof be sublet without the prior consent of Lessor. Storage of any equipment or valuables not belonging to or leased by Lessee shall be construed as a sublease, unless approved by Lessor. Lessee shall keep and use the space for the purpose of operating and aeronautical business and for no unlawful purpose whatsoever.
- g. Nothing in this lease shall be deemed to create a partnership between the Lessor and the Lessee. Lessee agrees to abide and aid in the enforcement and implementation of applicable airport security/safety regulations and measures. Lessee further agrees to abide and to aid in the enforcement of the rules and regulations of the Pekin Municipal Airport, a copy of which are available on the airport website or available from the airport manager, with the understanding that said rules may be amended effective the first day of the month following notification of Lessee by the Lessor.

4. MISCELLANEOUS.

In the event any provision of this lease shall be contrary to the rules, regulations, or requirements of the Pekin Municipal Airport, or shall in any way be in



violation of Title 14 of the Code of Federal Regulations – Aeronautics and Space or Title 49 of the United States Code – Transportation, Subtitle A – Office of the Secretary of Transportation, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department Of Transportation – Effectuation of title VI of the Civil Rights Act of 1964, this lease shall not be invalid, but shall be construed to conform to and to adopt said requirements as a part of the lease.

5. RIGHT OF ENTRY.

The Lessor reserves the right for itself or agents to go on, and into, and always have access during the existence of this lease, to said premises for the purpose, including, but not limited to, inspection and showing of the building. Lessor will conduct bi-annual (twice yearly) inspections to ensure cleanliness, compliance with airport rules and regulations, and to maintain airport equipment.

6. TERMINATION.

The Lessor may terminate this agreement during the course of a monthly term upon the occurrence of any of the following, which shall constitute a breach of the lease by Lessee:

1. If rent is not paid by the due date.
2. Failure of Lessee to comply with any of the conditions of this lease, including the airport rules and regulations and/or Federal Aviation Administration rules and regulations.
3. Customer violations of any of the rules or regulations which Lessor may from time to time prescribe, and which may be amended, for the use of **Hangar E**.



- a. In the event of a breach of lease, Lessor shall notify Lessee of termination in writing by mailing same to his address noted herein. Lessee shall have fourteen (14) days from the date of mailing of said notice to remove his property and equipment from **Hangar E**. After said fourteenth (14th) day, Lessor may retake and reclaim both **Hangar E** without further legal process and is specifically authorized to either remove or retain equipment and valuables (if they remain inside) without further obligation to the Lessee or liability for the condition of equipment and valuables.

7. INSURANCE.

- a. Lessee hereby expressly represents and agrees that the Lessor, its officers, agents, and servants will be named as an additional insured on Lessee's insurance. Lessee shall furnish to the Lessor a copy of insurance confirming the naming of the Lessor as an additional insured. Limit of liability, including premises and product, should be no less than one million dollars (\$1,000,000). Hangarkeepers limit of liability should be no less than two hundred and fifty thousand dollars \$250,000.00.
- b. Lessee shall have coverage on said insurance policy for any accidental damage that Lessee, partners, agents, servants, officers or employees may cause to airport property. Lessee shall furnish a copy of the insurance policy confirming this coverage to the Lessor.
- c. Lessee further agrees to save the Lessor harmless from any loss or damage by reason of a claim arising out of any injury to the Lessee's partners, agents, servants, officers, or employees for damages, death, or injury against the Lessor.



8. ATTORNEY FEES.

Lessee shall pay and discharge all costs, attorney fees, and expenses arising from enforcing any covenants or forfeiture hereof.

Lessee

City of Pekin

Address

Date

City, State, Zip Code

Telephone Number



ADDENDUM A

Use of electricity and gas shall be included in the monthly rent up to a total of two hundred dollars (\$200.00) per monthly billing period. Any amount determined to be excessive over two hundred dollars (\$200.00) may be charged additional rent per the given monthly billing period if Lessor deems necessary.

Lessee Initials

Lessor Initials



Addendum B

Monthly lease payment Schedule

Date Range	Hangar Rent Due Monthly
September 2023 – December 2023	\$1100.00
January 2024 – December 2024	\$1125.00
January 2024 – December 2025	\$1150.00
January 2024 – December 2026	\$1175.00
January 2024 – December 2027	\$1200.00
January 2024 – December 2028	\$1225.00

Lessee Initials

Lessor Initials



REQUEST FOR COUNCIL ACTION

Agenda Date: August 28, 2023
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 57-23/24 Adopting a Policy Regarding Individuals with Limited English Proficiency

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Pekin Fire Department has received a grant from the Department of Homeland Security that requires the City to have in place policies and procedures to provide “meaningful access to programs and services to individuals with limited English proficiency.” Such a policy may also be required as a condition of future grants from other federal agencies, as well as to comply with Title VI of the Civil Rights Act, which prohibits discrimination on the basis of national origin. What a municipality must do to provide “meaningful access” to persons with limited English proficiency depends on a variety of factors, including the number of LEP persons in the City’s service area, and the likelihood and frequency with which LEP persons use or come into contact with City services. The attached policy has been developed by staff, with the assistance of counsel, to put in place procedures for providing language interpretation services to individuals who may need such services to access City services and programs. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: The City will be in compliance with the DHS grant requirements

IMPACT IF DENIED: The City will not be in compliance with the DHS grant requirements

ALTERNATIVES:

REQUIRED SIGNATURES

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

City Manager:
 Date:

**Resolution No. 57-23/24 Adopting a Policy Regarding Access to Programs and Services for
Individuals with Limited English Proficiency**

WHEREAS, the City of Pekin is required to have in place policies and procedures for providing meaningful access to City programs and services for limited English proficiency (“LEP”) individuals in order to comply with federal civil rights laws and qualify for federal agency funding; and

WHEREAS, it is the policy of the City of Pekin to prohibit discrimination on the basis of national origin, including discrimination on the basis of LEP, and to provide IEP individuals meaningful access to all City programs and services; and

WHEREAS, the City has developed the Limited English Proficiency Plan attached hereto as Exhibit A in order to further said policy.

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

Section 1. The foregoing findings and recitals are found to be true and correct and are incorporated herein.

Section 2. The Limited English Proficiency Plan attached hereto as Exhibit A is hereby approved and adopted.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

City of Pekin, Illinois

Limited English Proficiency Plan

Adopted: August 28, 2023

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I. INTRODUCTION

This Limited English Proficiency Plan has been prepared to address the City of Pekin's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin, and Executive Order 13166, which directed all federal agencies to work to ensure that programs receiving federal financial assistance provide meaningful access to Limited English Proficiency persons.

Policy Statement

It is the policy of the City of Pekin to prohibit discrimination on the basis of national origin, including discrimination on the basis of limited English proficiency ("LEP"). The City will take reasonable steps to provide LEP individuals meaningful access to all City programs and services.

Definitions

Limited English proficiency (LEP) individual: A person who does not speak English as a primary language and has a limited ability to read, write, speak, or understand English.

Interpretation: The act of listening to something in one language and orally translating it into another language.

Translation: The replacement of a written text from one language into an equivalent written text in another language.

Plan Summary

This plan outlines how to identify a person who may need language assistance in order to access City services, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the system used the four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served by the City of Pekin
2. The frequency with which LEP persons come in contact with the City of Pekin services.
3. The nature and importance of services provided by the City of Pekin to the LEP population.

4. The interpretation services available to the City of Pekin and overall cost to provide LEP assistance. A summary of the results of the four-factor analysis is in the following section.

II. FOUR-FACTOR ANALYSIS

- 1. The number or proportion of LEP persons in the service area who may be served or are likely to require City of Pekin services.**

The City of Pekin reviewed the U.S. Census Bureau's 2021 American Community Survey (ACS) 5-year estimates for Tazewell County, with the category "Selected Social Characteristics" and the sub-category "Language Spoken at Home," and determined that approximately 2.6% of the population of Tazewell County speaks a language other than English in the home, and that approximately .7% of the population has limited English proficiency; that is, they speak English "less than very well." Of those persons with limited English proficiency, the majority (.3%) speak Spanish, .2% speak Asian and Pacific Islander languages, and .1% speak other Indo-European languages.

- 2. The frequency with which LEP persons come in contact with City services.**

City staff reviewed the frequency with which each department has had, or could have, contact with LEP persons over the last 12-month period. No department reported having any requests for interpreters or for translated program documents in the last 12 months.

- 3. The nature and importance of services provided by the City to the LEP population.**

There is no large geographic concentration of any type of LEP individuals in the service area for the City. The staff most likely to encounter LEP individuals are emergency response services (police & fire), utility billing, and City Hall front desk.

- 4. The resources available to the City and overall costs to provide LEP assistance.**

The City reviewed available resources that could be used to provide LEP assistance, which of its documents would be most valuable to be translated if the need should arise, and the availability of bilingual employees and a telephone/internet interpreter service for which the City would pay a fee.

III. LANGUAGE ASSISTANCE

Language assistance to LEP individuals can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

Identifying an LEP person who needs language assistance:

1. The City will display language identification ("I SPEAK") cards in City Hall and Police Department lobbies, as well as at each fire station.
2. Councilmembers and City staff will also be provided with "I Speak" cards to assist in identifying the language interpretation needed if the occasion arises.
3. All city staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LEP persons during the previous year.

Language Assistance Measures. The City will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English. The following resources will be available to accommodate LEP persons:

1. In-person interpreters for Spanish and American Sign Language are available and will be provided within a reasonable time period in situations where informal or telephonic interpretation is not adequate or appropriate. The City shall consult the Illinois Supreme Court language interpreter registry or other resources to locate qualified local interpreters.
2. Staff will be surveyed to determine whether there are any bilingual employees available to provide interpretation services.
3. The City will employ a telephone/internet interpretation service.
4. LEP persons should be permitted to use, at their own expense, a professional or informal (e.g. a friend or family member) interpreter of their choosing in place of or as a supplement to language assistance services offered by the City. However, in cases where an informal interpreter may not be appropriate in light of the circumstances and subject matter of the City service being provided, the City should provide professional interpreter services to the LEP person. Such situations where an informal interpreter may not be appropriate include, but are not limited to:
 - i. Communications involving sensitive, confidential, or potentially embarrassing personal information (such as law enforcement interviews).
 - ii. Services requiring knowledge of technical or specialized vocabulary.
 - iii. Administrative adjudications where the LEP person is facing imposition of fines or other penalties.

IV. STAFF TRAINING

The following training will be provided to all staff annually and upon hire:

1. Information on the Title VI Policy and LEP responsibilities.
2. Description of language assistance services offered to the public and how to obtain interpreter services.

3. Use of the "I Speak" cards.
4. Use of TTY telephone system.
5. Documentation of language assistance requests.

V. TRANSLATION OF DOCUMENTS

1. The City evaluated the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time it is an unnecessary burden to have any documents translated.
2. Due to the very small local LEP population, the City does not have a formal outreach procedure in place. However, when and if the need arises for LEP outreach, the City will consider the following options:
 - a) Contacting the Greater Peoria Hispanic Chamber of Commerce.
 - b) Contacting the Western Illinois Dreamers immigrant and refugee services.
 - c) Contacting Tazewell County, Peoria County, and City of Peoria for other local outreach programs.
3. When staff prepares a document, advertisement or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

VI. MONITORING

Monitoring and Updating the LEP Plan- the City will update this LEP Plan as necessary to meet the changing needs of the population. At a minimum, the plan will be reviewed and updated when (i) data from the U.S. Census indicates that the number or percentage of LEP individuals in Tazewell County have significantly increased, or (ii) data collected from City staff indicates that the number of language assistance requests has significantly increased. Updates will include:

1. Determination of the current LEP population in the service area.
2. The number of documented LEP person contacts experienced annually.
3. How the needs of LEP persons have been addressed.
4. Determination as to whether the need for translation services has changed.
5. Determine whether local language assistance programs have been effective and sufficient to meet the need.

6. Determine whether the City's financial resources are sufficient to fund language assistance resources needed.
7. Determine whether the City fully complies with the goals of this LEP Plan.

VII. DISSEMINATION OF CITY OF PEKIN LEP PLAN

Post signs at City Hall notifying LEP persons of the LEP Plan and how to access language services.