



City of Pekin

REGULAR CITY COUNCIL MEETING
MONDAY, JUNE 13, 2022
5:30 PM

1. Pledge of Allegiance
2. Call to Order
3. Approve Agenda
4. Approval of Minutes
4.1. City Council - Regular Meeting - May 23, 2022 5:30 PM
5. Public Input
5.1. Public Hearing - 2021 CDBG Consolidated Annual Performance and Evaluation Report
5.2. Public Hearing Regarding Sidewalk Snow Removal Policy
6. Consent Agenda
6.1. Accounts Payable To Be Paid Proof List thru May 27, 2022
6.2. Accounts Payable To Be Paid Proof List thru June 10, 2022
6.3. Police Department Stats - May 2022
6.4. Receive and File: Advanced Medical Transport, Inc (AMT) Response Time Report Year Ended December 31, 2021
6.5. Resolution No. 433-22/23 Accept AMT Payment No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
6.6. 3107 : Resolution No. 434-22/23 Inducement for Residential Development Mark and Sherrie Andrews No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.

6.7.	3102 : Resolution No. 435-22/23 to Change the Location of Accessible Parking Signs Downtown No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
6.8.	3103 : Resolution No. 436-22/23 to Add an Accessible Parking Sign at 1320 S. 5th St. No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
6.9.	3127 : Resolution No. 437-22/23 Accepting Right of Way Dedication No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
7.	Old Business
7.1.	Ordinance No. 3082-22/23 Variance Request by Jacob & Megan Shreffler at 2423 Tazewell Street (Case V 2022-05) ACTION REQUESTED: Approve and Adopt the Ordinance.
8.	New Business
8.1.	3128 : Resolution No. 438-22/23 Authorization of Spending Authority for Riverfront Clean-up No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
8.2.	Ordinance No. 3090-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Mary Haynes (D.B.A. Maddie Mae's) Pekin Central Business District Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.3.	Ordinance No. 3091-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Bee-J Properties, LLC Pekin Central Business District Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.4.	Ordinance No. 3092-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with The Williams Branch, LLC Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.

8.5. Ordinance No. 3093-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with The Shoppes at Derby Plaza Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.6. Ordinance No. 3094-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Tadoughs Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.7. Ordinance No. 3095-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Reprise Productions, LLC Pekin Central Business District Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.8. Ordinance No. 3096-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Filarski Beverages, LLC Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.9. Ordinance No. 3097-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Dawson Property/Kountry Nook Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.10. Ordinance No. 3098-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Cobbler Corner, Inc. Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.11. Ordinance No. 3099-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Center for Prevention of Abuse Pekin Court Street Tax Increment Financing District ACTION REQUESTED: Approve and Adopt the Ordinance.
8.12. Ordinance No. 4000-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Antonini Investment Pekin Court Street Tax Increment Financing District

ACTION REQUESTED: Approve and Adopt the Ordinance.	
8.13.	3104 : Resolution No. 439-22/23 Annual Support of Peoria Area Convention and Visitors Bureau No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
8.14.	3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project No. Revised ACTION REQUESTED: Approve and Adopt the Resolution.
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c) 1. Personnel and (c) 2. Collective Bargaining
11.	Adjourn

 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 MAY 23, 2022 AT 5:30 O'CLOCK P.M.
 MAYOR MARK LUFT PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Orrick.

CALL TO ORDER

City Clerk Sue McMillan confirmed all Councilmembers were present except for Councilmember Hohimer who was absent.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:15 PM
Karen Hohimer	City of Pekin	Councilwoman	Absent	5:30 PM
Dave Nutter	City of Pekin	Councilman	Present	5:12 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:14 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:16 PM
John P Abel	City of Pekin	Councilman	Present	5:11 PM
Mark Luft	City of Pekin	Mayor	Present	5:13 PM

APPROVE AGENDA

Councilmember Hilst discussed the omission of one of the agenda items that were voted to be postponed during the last meeting to the current meeting.

Mayor Luft explained that more information from other municipalities was needed and would be wrapped up soon.

Councilmembers discussed Robert's Rules and ultimately decided that the agenda item regarding Ordinance No. 3080-22/23 amending the code regarding a sidewalk snow removal policy be placed on the next meetings agenda for a public hearing.

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

APPROVAL OF MINUTES

Minutes Acceptance: Minutes of May 23, 2022 5:30 PM (Approval of Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

4.1. City Council - Regular Meeting - May 9, 2022 5:30 PM

4.2. City Council - Special Meeting - May 12, 2022 3:30 PM

PUBLIC INPUT

John McNish spoke of a receipt for reimbursement from a Councilmember regarding the State of the City. Mr. McNish also spoke about the following: Ethics Committee, attorney costs, city meddling in the primary and negative publicity, gaming fees, firefighters pension, city manager contract, city goals, tall grass, AMT contract, executive session minutes, buckle in the road near Buffalo Wild Wings, flashing yellow lights on Court Street.

Claire Whiting spoke in favor of the agenda item regarding Ordinance No. 3084-22/23 approving a TIF Redevelopment Agreement for Rustic Root Salon. Ms. Whiting was looking to open this business downtown as a full service salon offering hair, skin and nail services; a place for the next generation to come and hang out. Ms. Whiting hopes to be open by August 1.

Roger Brotherton spoke regarding the construction date at the Riverfront.

Public Works Director, Mr. Justin Reeise, stated that he had spoken to the railroad and anticipated construction the second week of June. Mr. Reeise added that the City did not control the timeline but would have a contracted cleanup service come in before. The project should only take a couple of days.

Mr. Brotherton described the Riverfront stating that there was open burning, mattresses, furniture, paint cans, alcohol cans, dirty diapers, etc.

Mayor Luft explained that the homeless was an epidemic everywhere and that the federal government had passed new laws. No cash bail is required if a homeless person is arrested. Mayor Luft explained that Pekin was the County Seat and that the services and programs were here through the County. Mayor Luft requested that the street sweeper be run through the Riverfront to clean it up a bit.

CONSENT AGENDA

Councilmember Nutter requested Agenda Item 6.5 Ordinance No. Variance Request by Jacob & Megan Shreffler at 2423 Tazewell Street (Case V 2022-05) be moved to New Business item No. 9.16 for further clarification regarding the gravel.

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

6.1. Accounts Payable To Be Paid Proof List thru May 13, 2022

6.2. Proclamation Asian Pacific American Heritage Month

6.3. Proclamation National Safe Boating Week May 21-27, 2022

6.4. Ordinance No. 3081-22/23 Special Use Request for Revision by VP Racing Fuel at 900 N 5th Street (Case SU 2021-12)

REPORT ELECTRIC AGGREGATION UPDATE

Charles de Casteja, managing partner of Good Energy spoke regarding the current issue with electric aggregation. Charles explained that the high cost of the utilities were related to supply costs due to inflation. The utility had to purchase on Monday after Easter and it had been the highest day in 15 years. The utility came out with their June rates that were published and provided to the City Manager and those rates had essentially tripled. The utility had not purchased enough power and bought more on Monday. Good Energy made the decision to return the customers to Ameren default rate because the rate would have been higher had they not. If you were on an alternate supplier you could come off for two months but then would need to make a decision for the remainder 10 months. The market was volatile. Good Energy will be trying to find a hedge starting in August and believe that the markets will settle down. The mid continent grid for the Ameren utility and 11 other states, scheduled retirements of fossil fuels with a natural transition into renewables. During COVID, those scheduled renewables fell behind due to supply issues, tariffs with China, and natural gas being one of the biggest feeds for electricity increased. As natural gas prices increase so does power. It would take six years to bring up the old plant. Residents do not have to take any action. If a purchase is made there will be an opt out period but the moment to purchase may come suddenly within the next two weeks ideally before Good Energy would have to inform customers that they did not get the rate and would be returned to the utility for the rest of the year. The period Good Energy is trying to lock in is for 28 months beginning in August, if it cannot lock in a rate that means that Ameren was the better deal.

UNFINISHED BUSINESS

8.1. Resolution No. 413-22/23 Approve Class Action Consent Decree

City Manager, Mr. Mark Rothert, described the resolution regarding the approval of the Class Action Consent Decree. Mr. Rothert reminded Council that this was a revisit from two weeks ago related to ADA compliance with sidewalks. The class action lawsuit took place in April 2021 and the consent decree would settle all claims. In the decree the City agreed to hire an engineering consultant and create a transition plan to prioritize repair and improvement of all inaccessible sidewalks. The City also agreed to spend \$250K a year for improvements and procure \$1.5M on accessibility improvement over the next 3 years. The City's cost-share for settlement of the lawsuit was requested up to \$400K in settlement costs, other costs were budgeted and realized throughout the year with capital projects. The insurance company would pay out \$500K, equitable to \$350K. The requested amount of \$400K was due to administrative costs for mailings as part of the agreement would come out of the general fund reserves.

Councilmember Hilst discussed the types of complaints that could be filed.

Mr. Justin Reeise added that all sidewalks evaluated by TWM would move to the top of the list.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

8.2. Discussion on Public Hearing for snow removal policy

Councilmember Hilst questioned whether the Council was in agreement of scheduling a public hearing regarding the snow removal policy the same night as

the vote or a separate night prior the vote. Councilmember Hilst supported holding a public hearing prior to the vote.

Mayor Luft recommended scheduling a public hearing at the June 13, 2022 regularly scheduled Council Meeting and scheduling the snow removal policy on the July 11, 2022 Council Meeting agenda for a vote.

Councilmembers all gave their consensus.

8.3. Resolution No. 414-22/23 Approve Engineering Agreement with TWM (Thouvenot, Wade & Moerchen, Inc.)

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt the resolution approving the engineering agreement with TWM to survey all of the City's sidewalks, prioritize sidewalks, and produce an updated Right-of-Way Transition Plan for ADA Compliance. The item was tied to the Class Action Consent Decree, as TWM Inc. was specifically named as the consultant in that agreement and the survey and transition plan was an item that the opposing counsel felt strongly about. The RFQ was published in early 2020 with eleven responses. The City Engineer along with opposing counsel agreed that TWM, Inc. was best suited. The agreement outlined the scope of work that included an hourly rate service outside of the scope of the agreement that would need to fulfill the requirements of the Consent Decree.

Council discussed that any amount over \$15,000 would come back to Council for approval and adding to the list any restoration by utilities and contractors that were not city projects.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lloyd Orrick, Council Member
SECONDER:	Rick Hilst, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

NEW BUSINESS

Motion to: Omnibus Approval Vote for 9.1-9.6

Economic Development Director, Mr. Matt Fick, discussed the application and publication process of the TIF applications. Mr. Fick stated that the opportunity to apply was published in the newspaper, posted on Facebook and the website. Staff scored the 23 applications received eternally first, then presented the applications to the EDAC in which that body ultimately decided which projects should be funded. Mr. Fick added that no applicant was funded to the full extend and 17 applicants were chosen.

Councilmember Nutter discussed that some of the agreements written were out of the Court Street TIF and stated that there was no money budgeted. Mr. Rothert stated that there was some language in the ordinance stating that a transfer was allowed from the CBD TIF to the Court Street TIF. Mr. Fick followed up stating that agenda items 9.3, 9.5 and 9.6 allowed for the transfer.

Councilmembers thanked the EDAC for their lending expertise on the projects.

Councilmember Orrick questioned whether Olivia's Playhouse had a personal guaranty in the agreement. Ms. Swise stated that Olivia's Playhouses' agreement was between the City and the LLC but the section lists Lisa Fuller as a separate signatory and would be signing in her capacity.

Council discussed the mix of funding source and how more projects would come forward at the next meeting. The BDD line item was budgeted for \$600K but \$470K was to be held back for other future projects.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.1. **Ordinance No. 3083-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Olivia's Playhouse, LLC Pekin Central Business District Tax Increment Financing District**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.2. **Ordinance No. 3084-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Claire Whiting (dba Rustic Root Salon) Pekin Central Business District Tax Increment Financing District**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.3. **Ordinance No. 3085-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Jerimey Grider (dba The World of Vitamins) Pekin Court Street Tax Increment Financing District**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.4. **Ordinance No. 3086-22/23 An Ordinance Approving and Authorizing the Execution of a BDD Redevelopment Agreement By and Between Kuk Sool Won of Pekin**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.5. **Ordinance No. 3087-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Kelly Madden (DBA Primo Strength) Pekin Court Street Tax Increment Financing District**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.6. **Ordinance No. 3088-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with BMD, LLC Pekin Court Street Tax Increment Financing District**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John P Abel, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.7. **Ordinance No. 3089-22/23 Amending Chapter 3, Article I, Division 2, Section 4 and Chapter 5, Article 6, Division 2, Section 2-3 and Chapter 3, Article I, Division 3 by the addition of new Section 13 of the Pekin City Code Regarding Litter containers and Screening of Dumpsters**

City Manager, Mr. Mark Rothert, presented the ordinance amending litter control stating that the Building Division recommended changes that required the use of screening for permanent dumpsters and to clarify the ordinance regarding illegal dumping. The recommendation would require the installation of dumpster screening enclosures for commercial properties and residential properties that are required, by code, to have a dumpster on site. The amendment addressed any issues with loose litter, the prevention of illegal dumping and enhanced appearance for adjoining properties. The ordinance outlined compliance for existing dumpster within 1 year of adoption by City Council.

Chief Building Officer, Mr. Nic Maquet, stated that letters would be sent out notifying businesses of the change to the ordinance.

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

- 9.8. **Resolution No. 425-22/23 CDBG 2022 Public Services Funding**
CDBG Program Manager, Mr. Dave Bess, presented the request to Council approving and adopting a resolution regarding the CDBG public service funding for 2022. Mr. Bess explained that the City provided an open period for community organizations to submit an application tying their need to the coronavirus and/or recovery consistent with HUD requirements pertaining to the use of CDBG-CV Funding. In total, two applications were received. City staff recommended fully funding both organizations, the Center for Prevention of Abuse's Carol House of Hope and The salvations Army's Rust Center, totally \$82,350.

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

9.9. Resolution No. 426-22/23 Purchase of Fire Department Command Vehicles from Morrow Brothers Ford, Inc.

City Manager, Mr. Mark Rothert, presented the request to Council to approve a resolution for the purchase of two new fire department command vehicles through Morrow Brothers Ford utilizing government pricing. Consideration was given between leasing versus buying the vehicles. The department utilized a “hand me down system” with respect to Command vehicles in similar fashion to the fire apparatus.

Deputy Fire Chief, Tony Rendelman explained that the fire department did not have any extra small vehicles and that their goal was to be as lean as possible. Several of their vehicles were over 100,000 miles and approaching their 20 year mark. Local dealers could not come within \$10,000. The vehicles were expected to arrive in October, but could be longer.

RESULT:	APPROVED [4 TO 2]
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	John P Abel, Councilman
AYES:	Dave Nutter, Becky Cloyd, John P Abel, Mark Luft
NAYS:	Rick Hilst, Lloyd Orrick
ABSENT:	Karen Hohimer

9.10. Resolution No. 427-22/23 Approval of Lease for Three New Labrie Side Loader Solid Waste Trucks Sourcewell Key Equipment and Supply Company

City Manager, Mr. Mark Rothert, presented the request to approve a resolution to lease three new Labrie Side Loader solid waste trucks from Sourcewell Key Equipment and Supply Company. Mr. Rothert explained that the resolution would follow a 5 year lease of three trucks with automatic dump side loaders with extended reach. The purchase would begin the process of converting the solid waste fleet to the lease of automatic side load trucks promoting greater efficiency, reducing fleet age and was expected to constitute an operational savings. The resolution would provide for Council approval to allow staff to finalize the terms of the budgetary proposal and enter into the lease and buyback agreement up to \$56,000 per truck per year.

Public Works Director, Mr. Justin Reeise, predicted lead times on receiving the vehicles to be between 8-10 months. Mr. Reeise provided a handout to Council explaining that the warranty and maintenance agreement was in line with the 5 year lease term.

Councilmember Hilst expressed concern with parked vehicles in the street. Mr. Reeise assured Councilmember Hilst that the timing of the routes would be altered to accommodate but may have to have some individual homes adjust where they put their cans.

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

- 9.11. Resolution No. 428-22/23 Approval of Ameren Easements 114 Elizabeth Street 04-04-34-441-004 and 11 South 2nd Street 04-04-34-436-010**
City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt a resolution approving the Ameren gas utility easements for city owned properties located at 114 Elizabeth Street and 11 South 2nd Street. Easements were requested to serve the leased Stratus Networks site.

Public Works Director, Mr. Justin Reeise, answered Councilmember Orrick's question stating that the only cost was their rent of \$10, which was also their proposal.

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

- 9.12. Resolution No. 429-22/23 Purchase of Airport Security Cameras from Heart Technologies**
City Manager, Mr. Mark Rothert, presented the request to Council to approve a resolution awarding the purchase of security cameras from Heart Technologies for Pekin Municipal Airport.

Mayor Luft praised Airport Manager, Mr. Todd Dugan, for all his success and helping to meet airport goals and being award aviation of the year. Mayor Luft wished Mr. Dugan luck on his new endeavor.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Becky Cloyd, Mayor Pro tem
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

- 9.13. Resolution No. 430-22/23 Annual Renewal of Environmental Systems Research Institute, Inc. (ESRI) GIS Software**
City Manager, Mr. Mark Rothert, presented the request to Council to approve a resolution renewing the annual enterprise license agreement through the Environmental Systems Research Institute (ESRI) for Geographic Information System (GIS) software. The software was utilized by almost all departments within the City.

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

- 9.14. Resolution No. 431-22/23 Springbrook Financial Software Maintenance Agreement 2023**

City Manager, Mr. Mark Rothert, presented the request to Council to approve the resolution for the renewal purchase of the software, support and maintenance from Springbrook, which helps manage financial and human resources reporting systems. The initial contract was awarded in 2009 and continues meet the needs of the city and its user community.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

9.15. Resolution No. 432-22/23 Authorization to Execute Supplier Agreement Related to Electric Aggregation

City Manager, Mr. Mark Rothert, presented the request to Council to approve a resolution authorizing the execution of a supplier agreement related to electric aggregation. The resolution authorized the Mayor or City Manager to execute the agreement on behalf of the city, if and only if the price submitted was competitive with comparable Ameren rates effective August 1, 2022. Should Good Energy be successful in obtaining an aggregated electric supply rate through a signed contract, all residents and small businesses would be automatically enrolled in the program with a mandatory 60-day "opt-out" period to get out of the aggregation program, if they so choose.

Council discussed that the high range non summer peak rates were not budgeted that high and if the budget would need amended. Mr. Rothert pointed out that the city's facilities and street lights were locked into a 3 year rate at 8 cents.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

Motion to: **defer 9.16 to regular council meeting june 13th**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

9.16. Ordinance No. 3082-22/23 Variance Request by Jacob & Megan Shreffler at 2423 Tazewell Street (Case V 2022-05)

A motion was made by Councilmember Nutter seconded by Councilmember Orrick to approve and adopt Ordinance No. 3082-22/23 Variance Request by Jacob & Megan Shreffler at 2423 Tazewell Street (Case V 2022-05).

Councilmember Orrick expressed his concern that the ordinance did not coincide with the current code of ordinances regarding gravel. Councilmember Orrick questioned the Council on whether the City Code of Ordinances needed to be modified as their were concern that a precedent was being established.

Chief Building Official, Mr. Nic Maquet, stated that he felt he could work with the Public Works Director and the City Engineer and look at each variance case by case to be consistent, as opposed to modifying the ordinance.

Mr. David Bess explained that the variance was requested due to the high cost of concrete and that the access drive would not be visible from the road. The drive was 198 feet from the street and 35 feet to the gate approach.

Mr. Maquet added that variance was for an access drive to a pole barn behind the primary structure.

Council continued discussing the options of requiring a concrete drive suggesting it would need to be extended over a certain time period or extended the concrete requirement additional feet.

Mayor Luft suggested moving the item to the next agenda so more time would be allowed to visit the property and make a decision.

A motion was made by Councilmember Nutter seconded by Councilmember Abel to layover Ordinance No. 3082-22/23 Variance Request by Jacob & Megan Shreffler at 2423 Tazewell Street (Case V 2022-05) to the regular scheduled Council Meeting of June 13, 2022.

RESULT:	LAYED OVER [UNANIMOUS]
	Next: 6/13/2022 5:30 PM
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hilst, Nutter, Cloyd, Orrick, Abel, Luft
ABSENT:	Karen Hohimer

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Public Works Director, Mr. Justin Reeise, announced that last weekends bulk waste pickup event was a success.

Councilmember Nutter discussed the status of the cleanup on the riverfront and the tree clearing. Councilmember Nutter stated that the railroad was instructed not to stop for anything left on the railroad tracks. Councilmember Nutter questioned the Finance Director on an accounts payable item for the Park District and how a payment was listed for January 2021 and December 2021.

Finance Director, Mr. Bruce Marston, explained that the City had a contractual agreement with the Park District and that the City paid a percentage to share utilities in that area.

Councilmember Hilst also spoke regarding the homeless at the riverfront and how they were trespassing on private property. Councilmember Hilst also reminded residents that garbage would be one day behind due to the Memorial Day holiday.

Councilmember Cloyd announced that the grocery tax was extended until June 30, 2023 and that there was a link to an article on her City Council Facebook page.

Mayor Luft thanked Amy McCoy from the Pekin Chamber of Commerce and resident Gary Gillis on the success of the podcast, "What's the Story, Pekin?". Mayor Luft also congratulated all the graduates this year.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION AND 6. LEASING OF MUNICIPALLY OWNED PROPERTY

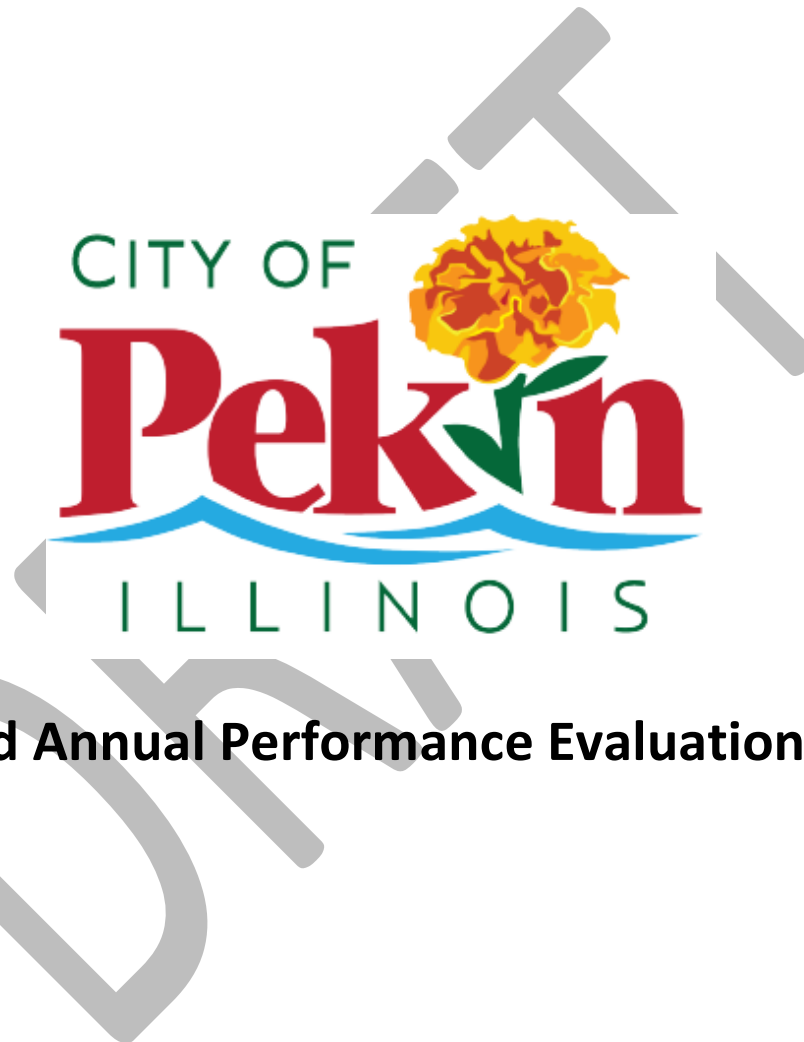
A motion was made by Councilmember Hilst seconded by Councilmember Cloyd to move into Executive Session to discuss 5 ILCS 120/2 (c) 11. Litigation and 6. Leasing of Municipally Owned Property at 8:37 PM. On roll call vote all present voted Aye. Motion passed.

Mayor Luft announced that no action would be taken after Executive Session.

ADJOURN

Seeing no further action of the Council, a motion was made by Councilmember Orrick seconded by Councilmember Abel to adjourn at 9:15 PM.

	REQUEST FOR COUNCIL ACTION Agenda Date: June 13, 2022 To: Council Members From: David Bess, CDBG Program Manager
AGENDA ITEM:	Public Hearing - 2021 CDBG Consolidated Annual Performance and Evaluation Report
REQUIRED SIGNATURES	
Finance Department (Certification of Availability of Funds): Date:	
City Manager: Date:	



2021 Consolidated Annual Performance Evaluation Report (CAPER)

CAPER

1

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

During the 2021 program year, the City utilized a significant portion of available CDBG funds for non-coronavirus related community needs after expending alternative grant funds to directly support businesses and residents in response to the coronavirus pandemic in 2020. As part of this return to non-coronavirus-related activities, the City undertook substantial rehabilitation of sewer linings in low- to moderate-income neighborhoods, demolished three abandoned and dangerous structures, provided two grants to community organizations that provide services to some of the City's most vulnerable populations, undertook one residential rehabilitation project that was carried over from the 2020 program year, and concluded several business grants that were also carried over from the 2020 program year.

In addition to the CDBG entitlement-funded activities, the City also undertook an application to utilize the Section 108 Loan Guarantee Program to purchase a fire engine which will largely service a district that includes low- to moderate-income neighborhoods. The engine, which is currently being assembled, is anticipated to be received during the 2022 program year.

Public Infrastructure (Sewer Lining Rehabilitation): Many of the neighborhoods within the community are in need of infrastructure improvements to ensure the efficiency and longevity of critical City services. Sewer linings are an important part of that infrastructure and such improvements not only improve and maintain the systems but also ensure the safety of City streets that exist above the sewer systems being re-lined. City engineering staff determined the most critical areas in need of sewer lining rehabilitation that were composed of largely low- to moderate-income households and isolated CDBG-funded activity to these areas. In total, approximately 6,601 linear feet of lining was rehabilitated using CDBG funds. Engineering estimates suggest over 2,000 households benefited from the project.

Public Services (Grants to Community Organizations): The City collected applications from community organizations through a Notice of Funding Opportunity (NOFO) and utilized an electronic application process for the first time as to improve accessibility and efficiency in collecting the necessary information to facilitate awards. Two grants were provided to local shelters that provide shelter, necessities, counseling, and casework services for individuals and families experiencing homelessness.

Demolition and Clearance: Three dangerous structures were demolished and cleared during the program year which ensured that severely dilapidated properties could no longer be used as unsafe shelter or pose a risk to juveniles and others that might wish to gain temporary entry. Additionally, the removal of abandoned structures is anticipated to stabilize properties values thereby increasing nearby property owners' ability and willingness to invest in improvements and maintenance.

Owner-Occupied Rehabilitation (Residential Rehabilitation): The City is in the progress of completing the last carryover residential rehabilitation project resulting from turnover within the City's CDBG Department in 2019. This project is largely completed but delays including a weather-related foundation failure as well as delays in subcontractor scheduling have occurred resulting in this project being carried over into the new program year. The remaining portions of the project are anticipated to be completed in the near future.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Address Blighted Property Issues	Non-Housing Community Development	CDBG: \$59,995	Buildings Demolished	Buildings	25	3	12.00%	4	3	75.00%
Administration	Planning	CDBG: \$93,133	Other	Other	1	1	100.00%	1	1	100.00%
Improve Facility, Utility, and Amenity Access	Non-Housing Community Development	CDBG: \$ / Section 108: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200	0	0.00%	(See below)	(See below)	(See below)
Improve Facility, Utility, and Amenity Access	Non-Housing Community Development	CDBG: \$1,060,902 / Section 108: \$1,500,000	Other	Other	0	1		2	1	50.00%

Improve Fire Safety	Non-Housing Community Development	Section 108: \$700,000	Other	Other	1	0	0.00%	2	0	0.00%
Improved Economic Environment	Non-Housing Community Development	CDBG: \$ / CDBG-CV: \$	Facade treatment/business building rehabilitation	Business	0	0		0	0	
Improved Economic Environment	Non-Housing Community Development	CDBG: \$30,000 / CDBG-CV: \$30,000	Businesses assisted	Businesses Assisted	15	43	286.67%	15	16	106.67%
Prevent, Prepare For, and Respond to Coronavirus	Non-Housing Community Development	CDBG: \$ / CDBG-CV: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Prevent, Prepare For, and Respond to Coronavirus	Non-Housing Community Development	CDBG: \$ / CDBG-CV: \$	Other	Other	1	1	100.00%			
Provide Quality, Safe and Accessible Housing	Affordable Housing	CDBG: \$20,000 / CDBG-CV: \$0	Homeowner Housing Rehabilitated	Household Housing Unit	2	1	50.00%	1	0	0.00%

Sustain or Expand Services and Direct Assistance	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0 / CDBG-CV: \$187,306	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		120	179	149.17%
Sustain or Expand Services and Direct Assistance	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / CDBG-CV: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	500	381	76.20%	0 (See above)	0 (See above)	0 (See above)
Sustain or Expand Services and Direct Assistance	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / CDBG-CV: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0 (See above)	0 (See above)	0 (See above)

Sustain or Expand Services and Direct Assistance	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$ / CDBG-CV: \$	Homelessness Prevention	Persons Assisted	0	0		0 (See above)	0 (See above)	0 (See above)
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Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Pekin's use of CDBG funds during the 2021 program year addressed the priorities identified in the adopted 2021 Annual Action Plan, consistent with the adopted 2020-2024 Consolidated Plan. The City placed an order and is awaiting delivery of a new fire apparatus to improve fire safety, conducted significant public infrastructure improvements, provided grants to community organizations to carry out critical services within the community, demolished several abandoned and dangerous structures, completed several grant awards to local businesses to improve the economic environment, and continued to work towards completion of a residential rehabilitation project to improve home affordability for a low- to moderate-income homeowner.

Each of these project categories were specified in priority order within the 2021 Annual Action Plan which was developed based on the long-term strategic goals identified in the broader Consolidated Plan. While engaging in the activities above, the City also continued to engage with community organizations through its membership as a governing board member for the Home For All Continuum of Care. Overall, it is anticipated that the activities undertaken during this program year were successful in working to address the priority needs identified in its adopted CDBG-related plans.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	143
Black or African American	34
Asian	0
American Indian or American Native	1
Native Hawaiian or Other Pacific Islander	1
Total	179
Hispanic	14
Not Hispanic	165

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

During the 2021 program year, the overall goal was met to assist households with Public Services activities. Individuals experiencing homelessness and survivors of domestic abuse were the primary beneficiaries of the City's Public Services activities. The City's funding ensured that benefitting individuals and families were provided adequate shelter as well as necessary services to improve their overall situation and better protect themselves (and others) from coronavirus infection. Additionally, families living in permanent housing benefitted from the City's Public Facilities and Infrastructure activities through improved access to City services which are not included in the provided table.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,264,030	813,025
Other	public - federal	217,306	74,156

Table 3 - Resources Made Available

Narrative

The City of Pekin does not receive funding from HOME, HOPWA, ESG or other HUD programs. During the 2021 program year, the City was awarded an additional tranch of CDBG-CV funding making the total CARES Act funds received \$447,494 with only \$217,306 being included in the 2020 Annual Action Plan due to the timing of the additional tranch.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Pekin	100	100	Community wide investment of CDBG

Table 4 – Identify the geographic distribution and location of investments

Narrative

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Both subrecipient organizations carrying out CDBG-funded Public Services activities leveraged existing staff, facilities and resources to carry out specified programs.

DRAFT

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	120	179
Number of Non-Homeless households to be provided affordable housing units	1	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	121	179

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	1	0
Number of households supported through Acquisition of Existing Units	0	0
Total	1	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City successfully met and successfully exceeded its goal of assisting 120 individuals experiencing homelessness through the award of Public Services grants to two community organizations. The City also provided support to one non-homeless household through its carryover of a residential rehabilitation project from a previous program year, however, that project has been delayed due to issues outside of the City's control and it is anticipated that the project will be completed during the 2022 program year.

Discuss how these outcomes will impact future annual action plans.

The City's CDBG Program Manager has updated the methods and procedures utilized in the CDBG department as it relates to the City's monitoring of Public Services grant recipient which includes

periodic on-site/remote monitoring of program activities. As part of this year's monitoring, the CDBG Program Manager conducted an on-site visit with one of the funded organizations and a remote monitoring visit with the other funded organization. It is anticipated that such visits will promote programmatic compliance and improve activity outcomes to better meet annual and strategic goals.

Historically, the City has struggled to meet its self-defined goals in carrying out residential rehabilitation activities. During this program year, one residential rehabilitation project was anticipated to be completed but delays associated with subcontractor availability, building material availability, and a weather-related structural concern at the property (not related to the ongoing work) prompted a delay in completing the project thus moving the project into the new program year. Substantial staff time is required to complete each project and the City has reached out to two community organizations with sufficient capacity and expertise to deliver an effective residential rehabilitation program which is anticipated to result in a more effective program. The City continues to identify potential partners and grant opportunities which might be available to improve residential rehabilitation offerings within the City.

It should be noted that annual and strategic goals are estimated and set by City staff as opposed to HUD representatives.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City serves as a non-voting governing board member for the Home For All Continuum of Care organization. The City utilizes contacts within this organization to stay informed of ongoing housing-related concerns and initiatives within the region.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City provided CDBG funding to two subrecipient organizations that assist individuals and families experiencing homelessness. The Salvation Army's Rust Transitional Center provides shelter, basic necessities and case management services while the Carol House of Hope operated by the Center for Prevention of Abuse provides similar services to survivors of domestic violence. Each of these organizations maintain extensive networks of cooperative social service agencies to facilitate successful transition of the individuals utilizing their services. In addition to the grants provided, the City also participates in the Home For All Continuum of Care's annual count of unsheltered homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

In addition to the shelters located within the city limits, the Pekin Housing Authority provides a variety of housing options for displaced, those being discharged from facilities and systems of care as well as those that receive other types of public assistance. The City's participation in the Home For All Continuum of Care allows the City to engage with staff from a variety of social service agencies. One of the primary goals of the continuum of care model is to ensure a fully encompassing service model with coordination through numerous capable agencies to not only assist those experiencing homelessness but to also avoid homelessness for those households that are considered at-risk.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As previously described, the Home For All Continuum of Care is focused on providing emergency and preventative coordination of assistance for individuals and families who are or are anticipated to be homeless in the near future. Additionally, this coordination identifies and provides for the best possible assistance to those who would be considered chronically homeless.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)**Actions taken to address the needs of public housing**

The Pekin Housing Authority (PHA) provides for the needs of its residents and is considered generally capable of addressing the needs of public housing within the community, including residents with accessibility concerns. The PHA develops both an annual and five-year plan describing how they will address the needs of public housing and ensure quality housing for residents. The PHA is governed by a board of commissioners as well as a resident advisory council to undertake the decisionmaking process. The PHA also maintains a full-time resident services coordinator who assists residents with a variety of needs including transportation and employment considerations.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

In addition to the PHA's resident advisory council, the PHA's board of commissioners includes one resident position which provides for representation of residents in the management process. As possible, the PHA also provides opportunities for residents to participate in financial education workshops, housing-related counseling and other activities to encourage resident involvement and promote home ownership.

Actions taken to provide assistance to troubled PHAs

The Pekin Housing Authority has not been designated as a troubled PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's use of CDBG funding for residential rehabilitation, public facilities, public services, economic development, infrastructure improvements and demolition activities is anticipated to promote a positive return on residential investment while also improving home affordability for those who are already homeowners.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Social services continue to be considered an area of high need in the community particularly given the substantial economic impacts sustained during the coronavirus pandemic on small business and its workers. The City will continue to provide funding to community organizations interested in capable of providing services within the community.

During the development of the 2020-2024 Consolidated Plan, it was determined that home affordability and availability was a significant concern within the community. During the 2020 program year, the CDBG Program Manager started investigating the concept of engaging subrecipients referred to in regulations as community housing development organizations (CHDO) to better undertake rehabilitation programs. Consideration and outreach on this topic continues as the City undertakes activities to address alternative high-priority needs within the community

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City identifies lead-based paint hazards and mitigates as indicated by regulation upon the undertaking of any residential rehabilitation activity. Should lead-based hazards be identified, the City includes required mitigation actions within the rehabilitation project scope and utilizes contractors certified in the resolution of lead-based mitigation as appropriate.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues to provide assistance through its engaged subrecipient community organizations which are largely benefitting individuals of low- to moderate-income.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City participates in the Home For All Continuum of Care to collaborate with social services partners to support the community at the local and regional level. The City also supports community

organizations operating within the City through Public Services funding which assists in developing the institutional structure associated with the availability of community services.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City's open communication with the Pekin Housing Authority, participation in the Home For All Continuum of Care and financial support of community organizations operating within the community provides for a diverse view of the community's needs and problem areas potentially considered underserved due to lack of available resources. The City's CDBG department also collaborates with other internal departments which helps provide further information and insight on how to best assist in the coordination of community agency resources.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has adopted a "Support for Fair Housing" resolution in support of fair housing within the community including the public posting of instructions for the filing complaints regarding fair housing choice. The City provides this information to the public as requested and provides guidance where necessary on the methods of filing a fair housing complaint. Additionally, the City's CDBG Program Manager has been reviewing documentation associated with HUD's new Affirmatively Furthering Fair Housing Mandate (AFFH) to determine in what ways the City can further demonstrate compliance with fair housing certification requirements.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Pekin CDBG department has implemented a policies and procedures handbook for the purposes of ensuring uniformity in the documentation and determination of an activity's qualification under an appropriate national objective. Subrecipients carrying out activities are required to sign a grant agreement indicating the measures of accomplishment(s), the process of reporting accomplishment data, and specifying the responsibility of the subrecipient to achieve the associated national objective described in the activity's description. Ideally, the City will conduct at least one on-site monitoring event annually for each subrecipient undertaking activities on the City's behalf, although the coronavirus pandemic has impacted the City's ability to conduct on-site monitoring of activities. The City's policies and procedures provide a procedural workflow to address instances of subrecipient non-compliance and provides the framework for the formal resolution of any conflicts that may arise during the undertaking of an activity.

Within each subrecipient agreement, subrecipient organizations are required to certify their compliance with regulatory initiatives such as Section 3, equal opportunity and affirmative action where applicable. As of this time, it is not anticipated that the City will be utilizing contractors on a regular basis for residential rehabilitation services since no new applications for this program are being accepted during the 2021 program year.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Pekin maintains a Citizen Participation Plan which outlines the procedures to be followed to ensure reasonable notice and promote resident participation in the planning and performance reporting process. In an effort to engage residents, the City provides notification of the performance report's availability in the local newspaper as well as the City's website. The City then holds a 15-day public comment period as well as a public hearing during a televised City Council meeting to discuss and receive feedback on the material contained within the report.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As discussed in the 2020 CAPER, the City primarily utilized CDBG funding during that year to focus on addressing the economic impacts of the coronavirus pandemic by undertaking Economic Development and Public Services activities using both entitlement and CDBG-CV funding. At the end of that program year, it was noted that the intention of the City was to diversify its activities as to ensure competing high-priority needs as described in the City's Consolidated Plan were also addressed where possible. During the 2021 program year, the City emphasized the use of CDBG funding to improve public infrastructure through the rehabilitation of sewer linings in largely low- to moderate-income neighborhoods, remove dangerous and abandoned structures through demolition, and promote the availability of social service programs by providing grants to community organizations that provide services to some of the community's most vulnerable populations. Additionally, the City engaged HUD to utilize its Section 108 Loan Guarantee Program to promote fire safety in largely low- to moderate-income areas through the financing of a new fire apparatus.

The CDBG Program Manager suggests that the 2021 program year was largely successful in providing value and community improvements primarily benefitting low- to moderate-income residents while also working towards the long-term goals indicated in the 2020-2024 Consolidated Plan. During the 2022 program year, the City anticipates utilizing CDBG funding for projects similar to those undertaken during the previous program year as described in the adopted 2022 Annual Action Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As discussed in the 2020 CAPER, the City primarily utilized CDBG funding during that year to focus on addressing the economic impacts of the coronavirus pandemic by undertaking Economic Development and Public Services activities using both entitlement and CDBG-CV funding. At the end of that program year, it was noted that the intention of the City was to diversify its activities as to ensure competing high-priority needs as described in the City's Consolidated Plan were also addressed where possible. During the 2021 program year, the City emphasized the use of CDBG funding to improve public infrastructure through the rehabilitation of sewer linings in largely low- to moderate-income neighborhoods, remove dangerous and abandoned structures through demolition, and promote the availability of social service programs by providing grants to community organizations that provide services to some of the community's most vulnerable populations. Additionally, the City engaged HUD to utilize its Section 108 Loan Guarantee Program to promote fire safety in largely low- to moderate-income areas through the financing of a new fire apparatus.

The CDBG Program Manager suggests that the 2021 program year was largely successful in providing value and community improvements primarily benefitting low- to moderate-income residents while also working towards the long-term goals indicated in the 2020-2024 Consolidated Plan. During the 2022 program year, the City anticipates utilizing CDBG funding for projects similar to those undertaken during the previous program year as described in the adopted 2022 Annual Action Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours	1,251				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).	1				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.	1				
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.	1				

Table 9 – Qualitative Efforts - Number of Activities by Program

DRAFT



REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Public Hearing Regarding Sidewalk Snow Removal Policy

REQUIRED SIGNATURES

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

City Manager:
Date:

**REQUEST FOR COUNCIL ACTION**

Agenda Date: June 13, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru May 27, 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/7/2022

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/13/2022 - 2:27PM
 Batch: 00021.04.2022 - missy1 5-13-22-2-fy22



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						
Peterson, Josh 10502									
expense-032722	5/27/2022	569.95	0.00	05/13/2022				No	0
100-034-519000 Training And Education				fire inspector II hotel 3/27-4/1/22					
expense-032722 Total:		569.95							
Peterson, Josh Total:		569.95							
Report Total:		569.95							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/12/2022 - 1:24PM
 Batch: 00520.05.2022 - missy1 5-13-22-1



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				
Marion County Savings Bank 14450									
05122022	5/12/2022	2,000.00	0.00	05/13/2022				No	0
277-277-584009	General Public Improvements				earnest money for 336 margaret st				
	05122022 Total:	2,000.00							
	Marion County Savings Ba	2,000.00							
	Report Total:	2,000.00							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/23/2022 - 2:28PM
 Batch: 00022.04.2022 - missy1 5-13-22-1



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				
AAA Certified Confidential Security Corp									
10891									
95005	4/30/2022	48.00	0.00	05/27/2022				No	0
100-990-569000 Other Contractual Service				confidential material destroyed 4/20/22					
95005 Total:		48.00							
95227	4/30/2022	40.00	0.00	05/27/2022				No	0
100-761-569000 Other Contractual Service				confidential material destroyed 4/20/22					
95227 Total:		40.00							
AAA Certified Confidentialia		88.00							
Amerencilco									
10021									
*** 0483154119	5/3/2022	41.63	0.00	05/27/2022				No	0
240-240-523000 Traffic/Street Signs & Marking				310 margaret st traffic signal 3/30-5/1/22					
0483154119 Total:		41.63							
*** 0780071001	5/6/2022	79.00	0.00	05/27/2022				No	0
240-240-550500 Electricity For Street Lights				500 petri ln 4/4-5/4/22					
0780071001 Total:		79.00							
*** 3139109012	5/6/2022	34.45	0.00	05/27/2022				No	0
240-240-550500 Electricity For Street Lights				hanna dr 4/4-5/4/22					
3139109012 Total:		34.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Amerencilco Total:		155.08							
Automotive Spring 10040									
39058	2/22/2022	253.20	0.00	05/27/2022				No	0
445-041-534000 Automotive Expense				rear springs for dump truck 433					
39058 Total:		253.20							
Automotive Spring Total:		253.20							
Behrlawn Mowing & Yard Work 14496									
2529	4/4/2022	225.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				lift station landscaping/district 6 4/4/22					
2529 Total:		225.00							
2539	4/23/2022	280.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				lift station mowing/district 6 4/23-4/29/22					
2539 Total:		280.00							
Behrlawn Mowing & Yard		505.00							
Bernard Krumholz Inc 14654									
29412	4/29/2022	3,185.00	0.00	05/27/2022				No	0
100-766-536100 Property Cleanup Fees				hauling of debris demo 918 winter st 3/22-3/23/22					
29412 Total:		3,185.00							
Bernard Krumholz Inc Tota		3,185.00							
Busy Bee's Lawn & Landscaping									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14652									
05112022	5/11/2022	4,800.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				april 2022 mowing district 4					
05112022 Total:		4,800.00							
Busy Bee's Lawn & Landsc		4,800.00							
Cummins Crosspoint									
10142									
q149871	4/27/2022	791.88	0.00	05/27/2022				No	0
501-501-534000 Automotive Expense				repair on coolant for bus					
q149871 Total:		791.88							
Cummins Crosspoint Total		791.88							
Dewberry Architects Inc.									
12357									
2109701	4/19/2022	2,383.18	0.00	05/27/2022				No	0
277-277-584009 General Public Improvements				phase 1 pekin fire stations thru 3/25/22					
2109701 Total:		2,383.18							
Dewberry Architects Inc. T		2,383.18							
Fastenal Company									
10181									
ilpek169037	4/26/2022	107.28	0.00	05/27/2022				No	0
699-069-522400 General Supplies				wire wheel red flex/shop supplies					
ilpek169037 Total:		107.28							
ilpek169143	4/29/2022	25.90	0.00	05/27/2022				No	0
445-041-534000 Automotive Expense				bolts for tymco sweeper					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	ilpek169143 Total:	25.90							
	Fastenal Company Total:	133.18							
FirsTech Inc. 12035									
*** 12403	4/29/2022	37.50	0.00	05/27/2022				No	0
231-029-569000 Other Contractual Service					april 2022 services/maintenance fee				
*** 12403	4/29/2022	37.50	0.00	05/27/2022				No	0
223-023-569000 Other Contractual Service					april 2022 services/maintenance fee				
	12403 Total:	75.00							
	FirsTech Inc. Total:	75.00							
Gatehouse Media (Pekin Times) 10794									
300133805	3/31/2022	20.80	0.00	05/27/2022				No	0
100-004-551000 Printing And Publications					zoning map public notice 3/22				
	300133805 Total:	20.80							
300133824	3/31/2022	50.60	0.00	05/27/2022				No	0
100-793-551000 Printing And Publications					TIF NOFA legal notice for TIF applications 3/22				
	300133824 Total:	50.60							
300133836	3/31/2022	84.00	0.00	05/27/2022				No	0
261-321-511200 Public Serv Activity/Delivery					CDBG-2022 public services NOFO 3/22				
	300133836 Total:	84.00							
300133837	3/31/2022	185.80	0.00	05/27/2022				No	0
100-793-551000 Printing And Publications					ZBA legal notice april 2022				
	300133837 Total:	185.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Gatehouse Media (Pekin T		341.20							
GFI Digital 13867									
*** 2233359	5/11/2022	451.53	0.00	05/27/2022				No	0
100-001-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	622.56	0.00	05/27/2022				No	0
100-990-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	88.87	0.00	05/27/2022				No	0
100-006-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	70.33	0.00	05/27/2022				No	0
100-763-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	84.95	0.00	05/27/2022				No	0
100-763-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	31.96	0.00	05/27/2022				No	0
100-761-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	387.23	0.00	05/27/2022				No	0
100-764-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	47.29	0.00	05/27/2022				No	0
100-032-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	256.55	0.00	05/27/2022				No	0
501-501-538000 Maintenance Agreements				april 2022 copier usage					
*** 2233359	5/11/2022	102.84	0.00	05/27/2022				No	0
501-501-538000 Maintenance Agreements				april 2022 copier usage					
2233359 Total:		2,144.11							
GFI Digital Total:		2,144.11							
GFL Environmental Services USA, Inc. 14249									
p60005199761	4/30/2022	26,374.72	0.00	05/27/2022				No	0
223-023-566500 Landfill Expense				landfill fee 4/18-4/30/22					
p60005199761 Total:		26,374.72							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	GFL Environmental Service	26,374.72							
IL American Water 10291									
*** 210000997451	5/6/2022	88.33	0.00	05/27/2022				No	0
100-034-550100 Utilities				1000 n 14th st 4/5-5/3/22					
210000997451 Total:		88.33							
*** 210001081786	5/6/2022	23.92	0.00	05/27/2022				No	0
100-068-550100 Utilities				400 s 7th st yd hy 4/6-5/4/22					
210001081786 Total:		23.92							
*** 210001359625	5/6/2022	23.92	0.00	05/27/2022				No	0
100-068-550100 Utilities				925 court st yd hy 4/6-5/4/22					
210001359625 Total:		23.92							
*** 210002547388	5/9/2022	93.56	0.00	05/27/2022				No	0
100-034-550100 Utilities				272 derby 4/7-5/5/22					
210002547388 Total:		93.56							
*** 210003090717	5/9/2022	88.31	0.00	05/27/2022				No	0
100-032-550100 Utilities				1208 koch 4/8-5/6/22					
210003090717 Total:		88.31							
*** 210003326348	5/6/2022	23.92	0.00	05/27/2022				No	0
100-068-550100 Utilities				800 mary st yd hy 4/2-5/2/22					
210003326348 Total:		23.92							
*** 220001944051	5/9/2022	221.41	0.00	05/27/2022				No	0
100-032-550100 Utilities				1200 koch 4/8-5/6/22					
220001944051 Total:		221.41							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	IL American Water Total:	563.37							
Illini Plumbing, Inc. 12264 16553	4/26/2022	1,932.13	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				plumbing repair at station 1 4/26/22					
	16553 Total:	1,932.13							
	Illini Plumbing, Inc. Total:	1,932.13							
Joe's Towing & Recovery 11414 575623-1	4/13/2022	577.50	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				tow rescue 2 to springfield 4/13/22					
	575623-1 Total:	577.50							
	Joe's Towing & Recovery T	577.50							
Mechanical Service, Inc 14649 13379	4/28/2022	43,010.00	0.00	05/27/2022	boil-upgr	expense		No	0
277-277-584009 General Public Improvements				boiler upgrade/construction in progress					
	13379 Total:	43,010.00							
	Mechanical Service, Inc To	43,010.00							
Menards 10414 22018	4/11/2022	634.95	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				u-tile modular, self stick base and latex caulk					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	22018 Total:	634.95							
22056	4/12/2022	89.97	0.00	05/27/2022				No	0
100-068-522400	General Supplies			3 shelves					
	22056 Total:	89.97							
22792	4/25/2022	17.51	0.00	05/27/2022				No	0
525-525-522400	General Supplies			hex bolts and nuts					
	22792 Total:	17.51							
	Menards Total:	742.43							
Miller Hall & Triggs									
10423									
*** 51	5/10/2022	17,433.30	0.00	05/27/2022				No	0
100-003-560600	Corporate Counsel Fees			april 2022 legal fees					
*** 51	5/10/2022	982.24	0.00	05/27/2022				No	0
100-003-561003	Legal Services - Teamsters			april 2022 labor fees					
	51 Total:	18,415.54							
	Miller Hall & Triggs Total:	18,415.54							
Nick's Emergency Lighting & More, Inc									
14651									
1707	4/27/2022	1,046.97	0.00	05/27/2022				No	0
100-007-587500	Vehicles			lights installed on truck 244					
	1707 Total:	1,046.97							
	Nick's Emergency Lighting	1,046.97							
North East Multi-Regional Training, Inc.									
13340									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
30353	5/5/2022	750.00	0.00	05/27/2022				No	0
100-761-519000	Training And Education			FTO supervisor training for BW & JR					
30353 Total:		750.00							
North East Multi-Regional		750.00							
Premier Landscapes									
14504									
1185	5/2/2022	8,000.00	0.00	05/27/2022				No	0
100-068-584009	General Public Improvements			april 2022 mowing district 1					
1185 Total:		8,000.00							
Premier Landscapes Total:		8,000.00							
Quadient Finance USA Inc									
13754									
*** inv59140555	3/14/2022	221.94	0.00	05/27/2022				No	0
100-990-524000	Lease/rental Of Equipment			poster meter lease 4/13-7/12/22					
inv59140555 Total:		221.94							
Quadient Finance USA Inc		221.94							
R & R Outhouses									
12595									
4302201	4/30/2022	4,655.50	0.00	05/27/2022				No	0
100-068-523200	Riverfront Park/Pier			2 riverfront portable lavatory 6/21-4/22					
4302201 Total:		4,655.50							
R & R Outhouses Total:		4,655.50							

Roanoke Concrete Products

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10553									
211019	4/20/2022	326.50	0.00	05/27/2022				No	0
231-033-564100 Drainage Improvements				40 white/ash storm pipe for broadway & court					
211019 Total:		326.50							
Roanoke Concrete Product		326.50							
Schwartz Electric									
10579									
16647	4/29/2022	165.00	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				service call to check light issues at 419 court 4/21/22					
16647 Total:		165.00							
Schwartz Electric Total:		165.00							
Seico Inc									
10587									
47216	5/16/2022	62.50	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				keypad locking issues 4/26/22					
47216 Total:		62.50							
Seico Inc Total:		62.50							
Stryker Sales Corporation									
13886									
3751915m	4/29/2022	892.00	0.00	05/27/2022				No	0
100-034-529000 Equipment				medical bags					
3751915m Total:		892.00							
Stryker Sales Corporation T		892.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Text-em-all 14453 69283	5/13/2022	108.00	0.00	05/27/2022				No	0
501-501-569000 Other Contractual Service				text messaging service 4/22					
69283 Total:		108.00							
Text-em-all Total:		108.00							
Thomson Reuters 12771 846312557	5/1/2022	235.36	0.00	05/27/2022				No	0
100-009-538000 Maintenance Agreements				ppd westlaw 4/1-4/30/22					
846312557 Total:		235.36							
Thomson Reuters Total:		235.36							
United Ready Mix Inc 11485 54323	4/30/2022	156.00	0.00	05/27/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair at 17th & center st					
54323 Total:		156.00							
United Ready Mix Inc Tota		156.00							
USABluebook 10674 952385	4/20/2022	47.41	0.00	05/27/2022				No	0
231-031-522600 Machine Lubricant & Oil				chemicals needed to calibrate ph meter					
952385 Total:		47.41							
USABluebook Total:		47.41							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Verizon 14122									
9902569697	3/23/2022	188.37	0.00	05/27/2022				No	0
231-030-550100 Utilities				liftstation modems 2/24-3/23/22					
9902569697 Total:		188.37							
9904894311	4/23/2022	188.37	0.00	05/27/2022				No	0
231-030-550100 Utilities				liftstation modems 3/24-4/23/22					
9904894311 Total:		188.37							
9905673183	5/3/2022	4,499.94	0.00	05/27/2022				No	0
100-009-550300 Telephone				city cellular 4/4-5/3/22					
9905673183 Total:		4,499.94							
9905673184	5/3/2022	346.18	0.00	05/27/2022				No	0
100-009-550300 Telephone				fier dept cellular 4/4-5/3/22					
9905673184 Total:		346.18							
9905673185	5/3/2022	1,891.05	0.00	05/27/2022				No	0
100-009-550300 Telephone				ppd cellular 4/4-5/3/22					
9905673185 Total:		1,891.05							
9905673186	5/3/2022	841.89	0.00	05/27/2022				No	0
501-501-550100 Utilities				school bus monthly villing 4/4-5/3/22					
9905673186 Total:		841.89							
9906263748	5/10/2022	115.70	0.00	05/27/2022				No	0
100-009-550300 Telephone				building and grounds cellular 4/11-5/10/22					
9906263748 Total:		115.70							
Verizon Total:		8,071.50							

Visa (business)

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
11433									
*** 5388-0422	4/24/2022	189.98	0.00	05/27/2022				No	0
100-009-538000 Maintenance Agreements					SSL certificate 5/13/22-5/12/23				
*** 5388-0422	4/24/2022	970.44	0.00	05/27/2022				No	0
100-034-519000 Training And Education					hotel for hogue, j. rademaker and bailey/trench ops				
*** 5388-0422	4/24/2022	333.48	0.00	05/27/2022				No	0
100-034-519000 Training And Education					hotel for j. peterson/junior firesetter class				
*** 5388-0422	4/24/2022	362.21	0.00	05/27/2022				No	0
100-034-519000 Training And Education					heart saver manuals/video for training				
*** 5388-0422	4/24/2022	750.00	0.00	05/27/2022				No	0
100-034-519000 Training And Education					rope op class				
*** 5388-0422	4/24/2022	395.00	0.00	05/27/2022				No	0
100-034-519000 Training And Education					background investigation class/benson				
*** 5388-0422	4/24/2022	49.81	0.00	05/27/2022				No	0
100-034-529000 Equipment					adapter for hazmat trailer				
*** 5388-0422	4/24/2022	1,140.00	0.00	05/27/2022				No	0
100-034-529000 Equipment					TRT pickets				
*** 5388-0422	4/24/2022	340.11	0.00	05/27/2022				No	0
100-034-529000 Equipment					canopy tent for scenes				
*** 5388-0422	4/24/2022	70.51	0.00	05/27/2022				No	0
100-034-529000 Equipment					heavy duty trailer dolly				
*** 5388-0422	4/24/2022	100.04	0.00	05/27/2022				No	0
100-034-529000 Equipment					re-keying				
*** 5388-0422	4/24/2022	118.00	0.00	05/27/2022				No	0
100-034-529000 Equipment					locking "D"				
*** 5388-0422	4/24/2022	447.66	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense					repairs to 2011 ford repairs				
*** 5388-0422	4/24/2022	31.00	0.00	05/27/2022				No	0
100-034-557200 License And Inspection Fees					EMT-I renewal/finn				
*** 5388-0422	4/24/2022	41.00	0.00	05/27/2022				No	0
100-034-557200 License And Inspection Fees					EMS lead instructor/amstutz				
*** 5388-0422	4/24/2022	16.12	0.00	05/27/2022				No	0
100-034-529000 Equipment					key re-keyed doors				
5388-0422 Total:		5,355.36							
Visa (business) Total:		5,355.36							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
Worms, Jeff 14521 05102022	5/10/2022	2,100.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				april 2022 mowing district 7					
05102022 Total:		2,100.00							
Worms, Jeff Total:		2,100.00							
Report Total:		138,664.56							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/24/2022 - 11:47AM
 Batch: 00524.05.2022 - missy1 5-13-22



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						
3M									
10727									
9416501696	5/6/2022	714.23	0.00	05/27/2022				No	0
100-032-523000	Traffic/Street Signs & Marking		electrocut film for signs						
9416501696 Total:		714.23							
3M Total:		714.23							
Advance Auto Parts									
12965									
*** 2161	5/11/2022	324.95	0.00	05/27/2022				No	0
100-761-534000	Automotive Expense		brake pads and rotors for squad 5207						
*** 2161	5/11/2022	82.71	0.00	05/27/2022				No	0
100-034-534000	Automotive Expense		transmission fluid for rescue 2						
2161 Total:		407.66							
*** 2201	5/12/2022	64.33	0.00	05/27/2022				No	0
100-034-534000	Automotive Expense		transmission fluid for rescue 2						
2201 Total:		64.33							
2203	5/12/2022	88.20	0.00	05/27/2022				No	0
699-069-534000	Automotive Expense		12 cans of 134A for stock						
2203 Total:		88.20							
2226	5/12/2022	23.23	0.00	05/27/2022				No	0
100-761-534000	Automotive Expense		air door actuator for squad 5165						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
2226 Total:		23.23							
2386	5/16/2022	32.52	0.00	05/27/2022				No	0
223-023-534000 Automotive Expense				air filters for solid waste stock					
2386 Total:		32.52							
2441	5/16/2022	27.13	0.00	05/27/2022				No	0
699-069-534000 Automotive Expense				a/c dye					
2441 Total:		27.13							
5702	5/6/2022	81.17	0.00	05/27/2022				No	0
100-766-534000 Automotive Expense				new ignition coil/code enforcement vehicle					
5702 Total:		81.17							
5747	5/9/2022	57.59	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense				bulbs and TPMS sensor for squad stock					
5747 Total:		57.59							
*** 5773	5/10/2022	80.83	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense				washer fluid reservior for squad 5162					
5773 Total:		80.83							
*** 5775	5/10/2022	110.40	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense				134a freon for police stock					
*** 5775	5/10/2022	110.40	0.00	05/27/2022				No	0
100-032-534000 Automotive Expense				134a freon for street dept stock					
*** 5775	5/10/2022	110.39	0.00	05/27/2022				No	0
223-023-534000 Automotive Expense				134a freon for solid waste dept stock					
5775 Total:		331.19							
5843	5/13/2022	32.52	0.00	05/27/2022				No	0
223-023-534000 Automotive Expense				cabin filters for solid waste stock					
5843 Total:		32.52							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Advance Auto Parts Total:	1,226.37							
Ashers Place 14648 1	5/11/2022	20,000.00	0.00	05/27/2022				No	0
270-270-591200 Developer Agreement Payments					TIF reimbursement for Asher's place per RDA				
	1 Total:	20,000.00							
	Ashers Place Total:	20,000.00							
Atlas Supply Company 10038 29027	5/13/2022	119.98	0.00	05/27/2022				No	0
231-031-522400 General Supplies					oil abosrbent/wastewater				
	29027 Total:	119.98							
	Atlas Supply Company To	119.98							
Bess, David 13941 expense-0527	5/23/2022	2,914.56	0.00	05/27/2022				No	0
100-005-519000 Training And Education					tuition reimbursement 2/28/22				
	expense-0527 Total:	2,914.56							
	Bess, David Total:	2,914.56							
Big Rays Express 14503 22652	5/9/2022	58.45	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense					oil change squad 5172				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
22652 Total:		58.45							
22732	5/12/2022	76.45	0.00	05/27/2022	oil change squad 5204			No	0
100-761-534000 Automotive Expense									
22732 Total:		76.45							
22733	5/12/2022	58.45	0.00	05/27/2022	oil change squad 5173			No	0
100-761-534000 Automotive Expense									
22733 Total:		58.45							
22769	5/13/2022	58.45	0.00	05/27/2022	oil change squad 5174			No	0
100-761-534000 Automotive Expense									
22769 Total:		58.45							
22771	5/13/2022	76.45	0.00	05/27/2022	oil change squad 5206			No	0
100-761-534000 Automotive Expense									
22771 Total:		76.45							
22782	5/13/2022	76.45	0.00	05/27/2022	oil change squad 5208			No	0
100-761-534000 Automotive Expense									
22782 Total:		76.45							
22861	5/16/2022	58.45	0.00	05/27/2022	oil change squad 5146			No	0
100-761-534000 Automotive Expense									
22861 Total:		58.45							
22875	5/17/2022	76.45	0.00	05/27/2022	oil change squad 5207			No	0
100-761-534000 Automotive Expense									
22875 Total:		76.45							
22879	5/17/2022	58.45	0.00	05/27/2022	oil change squad 5132			No	0
100-761-534000 Automotive Expense									
22879 Total:		58.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
22964	5/20/2022	58.45	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5152					
22964 Total:		58.45							
22966	5/20/2022	58.45	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5178					
22966 Total:		58.45							
Big Rays Express Total:		714.95							
Bush, Josh 11869 expense-0622	6/7/2022	902.32	0.00	05/27/2022				No	0
100-761-519000 Training And Education				high risk vehicle stops instructor workshop 6/7-6/10/22					
expense-0622 Total:		902.32							
Bush, Josh Total:		902.32							
Cascade Engineering 11808									
*** 30561719	5/4/2022	27,960.00	0.00	05/27/2022				No	0
223-023-529000 Equipment				96 and 64 gallon carts 5/4/22					
*** 30561719	5/4/2022	4,425.00	0.00	05/27/2022				No	0
223-026-529000 Equipment				96 and 64 gallon carts 5/4/22					
*** 30561719	5/4/2022	1,000.00	0.00	05/27/2022				No	0
223-026-598200 Grant Expenses				96 and 64 gallon carts 5/4/22					
30561719 Total:		33,385.00							
Cascade Engineering Total:		33,385.00							
Centrifuge Training Solutions 14565									
2954	5/17/2022	600.00	0.00	05/27/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-761-519000 Training And Education				high risk vehicle stops training for JB 6/8-6/9/22					
2954 Total:		600.00							
Centrifuge Training Solutio		600.00							
CenturyLink 10111									
*** 304021116	5/10/2022	39.78	0.00	05/27/2022				No	0
100-009-550300 Telephone				street dept fax line 5/10-6/9/22					
304021116 Total:		39.78							
*** 304022613	5/10/2022	57.36	0.00	05/27/2022				No	0
100-009-550300 Telephone				fire dept phone lines 5-10-6/9/22					
304022613 Total:		57.36							
*** 304025584	5/10/2022	172.74	0.00	05/27/2022				No	0
100-009-550300 Telephone				fire dept phone lines 5/10-6/9/22					
304025584 Total:		172.74							
*** 304062244	4/25/2022	49.43	0.00	05/27/2022				No	0
100-009-550300 Telephone				fire dept phone lines 4/25-5/24/22					
304062244 Total:		49.43							
CenturyLink Total:		319.31							
CINTAS Corporation 10115									
4119275890	5/12/2022	181.76	0.00	05/27/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 5/12/22					
4119275890 Total:		181.76							
CINTAS Corporation Tota		181.76							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
City Solutions Consulting LLC 14124									
87	5/23/2022	3,920.00	0.00	05/27/2022				No	0
208-208-560500 Consulting Services				consultant fees 5/10-5/23/22					
87 Total:		3,920.00							
City Solutions Consulting L		3,920.00							
Conway Shield 14482									
0491000	5/5/2022	2,380.57	0.00	05/27/2022				No	0
100-034-529000 Equipment				gear for fire dept					
0491000 Total:		2,380.57							
0491061	5/5/2022	20.00	0.00	05/27/2022				No	0
100-761-592700 Shooting Range				shipping for range storage case					
0491061 Total:		20.00							
0491483	5/13/2022	1,625.00	0.00	05/27/2022				No	0
100-034-529000 Equipment				portable monitor/new truck equipment kit					
0491483 Total:		1,625.00							
Conway Shield Total:		4,025.57							
Cops Inc. Security Solutions 11707									
177882	5/12/2022	128.90	0.00	05/27/2022				No	0
501-501-522400 General Supplies				specialty keys					
177882 Total:		128.90							
Cops Inc. Security Solution		128.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Fastenal Company 10181									
ilpek169158	5/2/2022	29.00	0.00	05/27/2022				No	0
100-032-534000 Automotive Expense				elevator bolts for #480					
ilpek169158 Total:		29.00							
Fastenal Company Total:		29.00							
Gallery Ford Pekin 10683									
1333	5/11/2022	361.25	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				transmission shift solenoids for R2					
1333 Total:		361.25							
Gallery Ford Pekin Total:		361.25							
Golf Green Lawn Care 14121									
958696	5/4/2022	160.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				fertilizer at park ave/court-w shore/e shore-valle vista 5/4/22					
958696 Total:		160.00							
958702	5/7/2022	100.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				fertilizer at bus dept 5/7/22					
958702 Total:		100.00							
958703	5/7/2022	80.00	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				fertilizer at street dept 5/7/22					
958703 Total:		80.00							
967597	5/4/2022	91.25	0.00	05/27/2022				No	0
100-068-584009 General Public Improvements				fertilizer at 1000 n 14th st 5/4/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	967597 Total:	91.25							
	Golf Green Lawn Care Tot	431.25							
Harris Pest Control 10251									
116989	5/5/2022	75.00	0.00	05/27/2022				No	0
231-031-566600 Pest Control				pest control at solid waste and street dept 5/5/22					
	116989 Total:	75.00							
116990	5/5/2022	110.00	0.00	05/27/2022				No	0
231-031-566600 Pest Control				pest control at city hall and fire houses 5/5/22					
	116990 Total:	110.00							
116991	5/5/2022	215.00	0.00	05/27/2022				No	0
231-031-566600 Pest Control				pest control at wwtp and sub station at prison 5/5/22					
	116991 Total:	215.00							
	Harris Pest Control Total:	400.00							
Heart Technologies, Inc 12949									
31555185	5/2/2022	5,567.82	0.00	05/27/2022				No	0
100-009-550300 Telephone				phone lease 5/1-5/31/22					
	31555185 Total:	5,567.82							
	Heart Technologies, Inc To	5,567.82							
Herr Petroleum Corporation 12712									
d39317	5/4/2022	28,859.01	0.00	05/27/2022				No	0
699-000-160100 Fuel Inventory				6001 gallons of diesel 5/4/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	d39317 Total:	28,859.01							
	Herr Petroleum Corporatio	28,859.01							
IL American Water 10291 *** 210001172927	5/3/2022	97.23	0.00	05/27/2022				No	0
100-068-550100 Utilities				111 s capitol st fire protection 5/3-6/1/22					
	210001172927 Total:	97.23							
	IL American Water Total:	97.23							
IL Liquor Control Commission 11564 5a1134360	5/31/2022	350.00	0.00	05/27/2022				No	0
100-761-557200 License And Inspection Fees				renewal of basset license					
	5a1134360 Total:	350.00							
	IL Liquor Control Commis	350.00							
IL Oil Marketing Equipment 10313 27219	5/17/2022	453.10	0.00	05/27/2022				No	0
699-069-529000 Equipment				diesel fuel pump nozzle					
	27219 Total:	453.10							
27236	5/18/2022	386.84	0.00	05/27/2022				No	0
699-069-534000 Automotive Expense				breakaway valve					
	27236 Total:	386.84							
	IL Oil Marketing Equipmen	839.94							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Interstate All Battery Center 10329									
20012404	5/6/2022	128.73	0.00	05/27/2022				No	0
100-761-534000 Automotive Expense				battery for 5074					
20012404 Total:		128.73							
Interstate All Battery Cent		128.73							
Kimball Midwest 11679									
9879342	5/9/2022	382.44	0.00	05/27/2022				No	0
100-032-522400 General Supplies				citri blast maxx, electrical terminals for shop					
9879342 Total:		382.44							
Kimball Midwest Total:		382.44							
Knox Company 14580									
inv-ka-87397	5/13/2022	10,956.00	0.00	05/27/2022				No	0
100-034-529000 Equipment				6 medvaults for trucks					
inv-ka-87397 Total:		10,956.00							
Knox Company Total:		10,956.00							
Kronos 11659									
6104323	3/1/2022	9,864.19	0.00	05/27/2022				No	0
100-009-538000 Maintenance Agreements				ppd time & sceduling software maintenance 8/15/22-8/14/21					
6104323 Total:		9,864.19							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description					
Kronos Total:		9,864.19							
LAI, Ltd 12679 2219240	5/11/2022	699.44	0.00	05/27/2022				No	0
231-031-534400 Equipment Repairs				items needed to rebuild valve for sludge press feed					
2219240 Total:		699.44							
LAI, Ltd Total:		699.44							
Laser Electric Inc 10367 sc23893	5/3/2022	736.64	0.00	05/27/2022				No	0
100-032-532000 Electronic Equipment Main				signal repair at broadway & parkway 5/3/22					
sc23893 Total:		736.64							
Laser Electric Inc Total:		736.64							
LeadsOnline 12476 326072	3/15/2022	3,946.00	0.00	05/27/2022				No	0
100-009-538000 Maintenance Agreements				LEADS maint agreement renewal 5/15/22-5/14/23					
326072 Total:		3,946.00							
LeadsOnline Total:		3,946.00							
LHF Compost, Inc. 11829 179674	5/6/2022	2,422.39	0.00	05/27/2022				No	0
223-025-566501 Compost Site Expense				yw fee 5/2-5/6/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
179674 Total:		2,422.39							
179698	5/13/2022	3,511.58	0.00	05/27/2022				No	0
223-025-566501 Compost Site Expense				yw fee 5/9-5/13/22					
179698 Total:		3,511.58							
LHF Compost, Inc. Total:		5,933.97							
Macqueen Emergency 10230									
p00830	5/9/2022	1,332.43	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				repairs to L1					
p00830 Total:		1,332.43							
p00842	5/17/2022	19.76	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				stanchion end					
p00842 Total:		19.76							
p00849	5/19/2022	135.72	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				repairs to engine 2					
p00849 Total:		135.72							
Macqueen Emergency Tota		1,487.91							
McKesson Medical-Surgical Inc. MMSGS 10431									
19385302	5/13/2022	1,142.34	0.00	05/27/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
19385302 Total:		1,142.34							
19385325	5/13/2022	37.92	0.00	05/27/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
19385325 Total:		37.92							
19385382	5/13/2022	73.16	0.00	05/27/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
19385382 Total:		73.16							
19385505	5/13/2022	29.96	0.00	05/27/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
19385505 Total:		29.96							
19385783	5/13/2022	109.74	0.00	05/27/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
19385783 Total:		109.74							
19387578	5/16/2022	57.30	0.00	05/27/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
19387578 Total:		57.30							
McKesson Medical-Surgica		1,450.42							
Menards									
10414									
23176	5/2/2022	10.66	0.00	05/27/2022				No	0
100-068-522400 General Supplies				compression nuts and poly tubing					
23176 Total:		10.66							
23322	5/4/2022	20.97	0.00	05/27/2022				No	0
100-032-534400 Equipment Repairs				switch for dura patcher					
23322 Total:		20.97							
23626	5/9/2022	11.99	0.00	05/27/2022				No	0
100-068-522400 General Supplies				mini blinds for 1130 koch					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
23626 Total:		11.99							
23707	5/10/2022	81.28	0.00	05/27/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pvc elbow and flex coupling for repairs					
23707 Total:		81.28							
23729	5/10/2022	22.94	0.00	05/27/2022				No	0
100-068-522400 General Supplies				trim/supplies for airport					
23729 Total:		22.94							
*** 23730	5/10/2022	39.90	0.00	05/27/2022				No	0
100-032-522400 General Supplies				(10) 5 gallon buckets for shop					
23730 Total:		39.90							
23745	5/10/2022	25.16	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				gate valve and fittings for L3					
23745 Total:		25.16							
23772	5/11/2022	36.96	0.00	05/27/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				11 buckets for street paint					
23772 Total:		36.96							
23779	5/11/2022	15.99	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				ball valve for L3					
23779 Total:		15.99							
23783	5/11/2022	334.48	0.00	05/27/2022				No	0
100-034-522400 General Supplies				dryer sheets, scour pads, detergent and water					
23783 Total:		334.48							
23864	5/12/2022	39.51	0.00	05/27/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				(7) 5 gallon buckets for shop					
23864 Total:		39.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
23880	5/12/2022	127.96	0.00	05/27/2022				No	0
231-031-522400 General Supplies				paint towels, floor squeegee and floor shine					
23880 Total:		127.96							
23885	5/12/2022	20.76	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				filters for fire station 1					
23885 Total:		20.76							
23922	5/13/2022	24.99	0.00	05/27/2022				No	0
100-032-529000 Equipment				flashlight for street shop					
23922 Total:		24.99							
24088	5/16/2022	131.42	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				countertops at 1130 koch st					
24088 Total:		131.42							
24095	5/16/2022	9.69	0.00	05/27/2022				No	0
100-034-522400 General Supplies				screws and washers					
24095 Total:		9.69							
24112	5/16/2022	119.60	0.00	05/27/2022				No	0
501-501-522400 General Supplies				40 cases of spring water					
24112 Total:		119.60							
24153	5/17/2022	176.32	0.00	05/27/2022				No	0
100-068-534200 Buildings And Grounds Rep				countertops at 1130 koch					
24153 Total:		176.32							
24232	5/18/2022	13.98	0.00	05/27/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				250' line for paint crew					
24232 Total:		13.98							
Menards Total:		1,264.56							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Missouri Network Alliance 14626									
42175	5/1/2022	4,016.67	0.00	05/27/2022				No	0
100-009-550300 Telephone				fiber optic data 5/2022					
42175 Total:		4,016.67							
Missouri Network Alliance		4,016.67							
Montoya, Emille 14646									
expense-05/22-1	5/23/2022	53.51	0.00	05/27/2022				No	0
100-761-519000 Training And Education				fuel to belleville il/basic law enforcement academy 5/3-5/12					
expense-05/22-1 Total:		53.51							
expense-052022	5/23/2022	55.30	0.00	05/27/2022				No	0
100-761-519000 Training And Education				fuel to belleville il/basic law enforcement academy 5/3-5/12					
expense-052022 Total:		55.30							
Montoya, Emille Total:		108.81							
Old Heritage Landscaping, Inc. 11481									
43614	5/13/2022	102.36	0.00	05/27/2022				No	0
100-032-522400 General Supplies				top soil for lawn repair due to plow damage					
43614 Total:		102.36							
Old Heritage Landscaping,		102.36							
Pekin Area Chamber of Commerce 10478									
11114	5/16/2022	7,500.00	0.00	05/27/2022				No	0
208-208-551600 Dues And Subscriptions				annual membership dues					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
11114 Total:		7,500.00							
Pekin Area Chamber of Com		7,500.00							
Pekin Life Insurance Company 13317									
*** jw00191270000	5/13/2022	1,774.71	0.00	05/27/2022				No	0
695-095-517504 A D & D Life Premium				may 2022 life insurance					
jw00191270000 Total:		1,774.71							
Pekin Life Insurance Comp		1,774.71							
Pekin Police Premium Trust 11610									
50	5/17/2022	111,773.59	0.00	05/27/2022				No	0
695-095-517509 Police BCBS Health Ins Plan				06/2022 police premiums					
50 Total:		111,773.59							
Pekin Police Premium Trus		111,773.59							
Pekin Public Library 10488									
05232022	5/23/2022	1,889.68	0.00	05/27/2022				No	0
100-990-520924 Transfer To Library Fund				reimbursement for amount garnished from library grant					
05232022 Total:		1,889.68							
Pekin Public Library Total:		1,889.68							
Pulliam, May 10525									
expense-0522	5/18/2022	3,247.81	0.00	05/27/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-519000 Training And Education					tuuition and books per PBPA contract				
expense-0522 Total:		3,247.81							
Pulliam, May Total:		3,247.81							
Puritan Springs Water 10766									
*** 1523786	5/12/2022	58.89	0.00	05/27/2022				No	0
100-990-569000 Other Contractual Service					water delivery 5/12/22				
1523786 Total:		58.89							
Puritan Springs Water Tota		58.89							
Rescued Heart Animal Hospital 11595									
269819	5/9/2022	25.68	0.00	05/27/2022				No	0
100-761-592602 Canine Unit					k-9 boarding & fea control				
269819 Total:		25.68							
Rescued Heart Animal Hos		25.68							
Revize LLC 12999									
13611	5/18/2022	5,900.00	0.00	05/27/2022				No	0
100-009-538000 Maintenance Agreements					web maintenance and redesign 6/22/22-6/21/23				
13611 Total:		5,900.00							
Revize LLC Total:		5,900.00							
SCABAS Inc 10570									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
117056	5/5/2022	184.00	0.00	05/27/2022				No	0
100-034-534400 Equipment Repairs				SCBA repairs					
117056 Total:		184.00							
SCABAS Inc Total:		184.00							
Schwartz Electric									
10579									
16671	5/12/2022	3,360.00	0.00	05/27/2022				No	0
100-990-599999 Contingency				julie locates 4/27-5/10/22					
16671 Total:		3,360.00							
Schwartz Electric Total:		3,360.00							
Sentry Safety Supply, Inc.									
10882									
0265877in	5/12/2022	649.56	0.00	05/27/2022				No	0
100-032-554300 Uniforms And Tools				safety t-shirts, sweat shirts and jackets for street employees					
0265877in Total:		649.56							
0265878in	5/12/2022	1,299.90	0.00	05/27/2022				No	0
223-023-554300 Uniforms And Tools				safety t-shirts, sweat shirts and jackets for street employees					
0265878in Total:		1,299.90							
Sentry Safety Supply, Inc.		1,949.46							
Sherwin Williams									
10596									
6594-2	5/10/2022	218.50	0.00	05/27/2022				No	0
100-032-534400 Equipment Repairs				drain valve r/k for paint machine					
6594-2 Total:		218.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
7431-4	5/10/2022	138.65	0.00	05/27/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				yellow paint/5 gallons to stripe streets					
7431-4 Total:		138.65							
7443-9	5/11/2022	190.96	0.00	05/27/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				5 gallon pail strainer and acetone for street painting					
7443-9 Total:		190.96							
Sherwin Williams Total:		548.11							
SHI International Corp 12297									
b15193199	5/9/2022	4,498.00	0.00	05/27/2022				No	0
100-009-599802 Computer Hardware				2 laptops and docks					
b15193199 Total:		4,498.00							
b15199912	5/9/2022	3,214.00	0.00	05/27/2022				No	0
100-009-599802 Computer Hardware				4 laptops and docks					
b15199912 Total:		3,214.00							
b15203784	5/10/2022	1,560.00	0.00	05/27/2022				No	0
100-009-599802 Computer Hardware				5 docking stations					
b15203784 Total:		1,560.00							
b15204125	5/10/2022	4,498.00	0.00	05/27/2022				No	0
100-009-599802 Computer Hardware				2 laptops and docks					
b15204125 Total:		4,498.00							
b15206921	5/11/2022	9,685.00	0.00	05/27/2022				No	0
100-009-599802 Computer Hardware				5 laptops					
b15206921 Total:		9,685.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	SHI International Corp Tot	23,455.00							
Smith, James 14650									
05102022	5/10/2022	85.00	0.00	05/27/2022				No	0
100-793-425700 Special Use Permit				reimbursement of a paid filing fee on 4/22/22 from ZBA					
	05102022 Total:	85.00							
	Smith, James Total:	85.00							
T Shirt House 10628									
96607	5/9/2022	24.00	0.00	05/27/2022				No	0
100-761-554300 Tools & Uniforms				uniform hat for new officer EM					
	96607 Total:	24.00							
	T Shirt House Total:	24.00							
Task Force Tips 14653									
9018586	5/5/2022	412.41	0.00	05/27/2022				No	0
100-034-534000 Automotive Expense				rebuild intake valve on engine 2					
	9018586 Total:	412.41							
	Task Force Tips Total:	412.41							
Tazewell County Asphalt Co. Inc. 11264									
20110012091	5/13/2022	1,760.40	0.00	05/27/2022				No	0
240-240-535000 Material And Hauling				bituminous surface for street repairs					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
20110012091 Total:		1,760.40							
Tazewell County Asphalt C		1,760.40							
Thomson Reuters 12771 846387538	5/4/2022	672.00	0.00	05/27/2022				No	0
100-761-551600 Dues And Subscriptions				disciplinary bulletin subscription 4/6/22-4/5/23					
846387538 Total:		672.00							
Thomson Reuters Total:		672.00							
Topless Tree Service 14332 1733	5/5/2022	1,125.00	0.00	05/27/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stumps at 311 & 315 caroline 5/4/22					
1733 Total:		1,125.00							
1735	5/9/2022	2,160.00	0.00	05/27/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed 2 dead trees at 1104 s 9th 5/6/22					
1735 Total:		2,160.00							
1737	5/11/2022	765.00	0.00	05/27/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed stump #3 at 845 broadway 5/9/22					
1737 Total:		765.00							
1744	5/17/2022	1,080.00	0.00	05/27/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stumps at 915 ann eliza and 10th & matilda 5/16/22					
1744 Total:		1,080.00							
Topless Tree Service Total:		5,130.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Truck Centers Inc 10664									
f14036757501	5/13/2022	312.68	0.00	05/27/2022				No	0
223-025-534000 Automotive Expense				dash parking brake valves stock and 1 for yw4					
f14036757501 Total:		312.68							
f14036757901	5/13/2022	181.92	0.00	05/27/2022				No	0
223-023-534000 Automotive Expense				transmission filter kits (2) 1 for stock on sw13					
f14036757901 Total:		181.92							
f14036762001	5/13/2022	142.00	0.00	05/27/2022				No	0
223-025-534000 Automotive Expense				air dryer cartridge and fittings for yw 4 stock					
f14036762001 Total:		142.00							
f14036771601	5/16/2022	363.50	0.00	05/27/2022				No	0
223-025-534000 Automotive Expense				1 tank for sw14 and 1 tank for stock					
f14036771601 Total:		363.50							
Truck Centers Inc Total:		1,000.10							
Tyler Technologies, Inc. 11773									
045372269	4/1/2022	63,208.97	0.00	05/27/2022				No	0
501-501-538000 Maintenance Agreements				yearly triptracker software maint & support 5/1/22-4/30/23					
045372269 Total:		63,208.97							
Tyler Technologies, Inc. To		63,208.97							
United Ready Mix Inc 11485									
54382	5/8/2022	156.00	0.00	05/27/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable sanitary lines/sink hole repair at court & 4th 5/2/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
54382 Total:		156.00							
United Ready Mix Inc Tota		156.00							
Unity Point Methodist 10521									
6916	5/2/2022	1,150.00	0.00	05/27/2022				No	0
100-034-519000 Training And Education				50 CPR cards					
6916 Total:		1,150.00							
Unity Point Methodist Tot		1,150.00							
US Bank Equipment Finance 13878									
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-001-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-990-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-006-520400 Postage				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-763-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-763-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-761-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-764-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-032-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0
100-034-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	620.48	0.00	05/27/2022				No	0
501-501-524000 Lease/rental Of Equipment				may 2022 copier lease					
*** 471761817	5/30/2022	127.71	0.00	05/27/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
699-069-524000	Lease/rental Of Equipment				may 2022 copier lease				
	471761817 Total:	1,897.58							
	US Bank Equipment Finan	1,897.58							
Verizon Connect Nwf, Inc 12701									
624000021915	5/2/2022	611.86	0.00	05/27/2022				No	0
100-009-529500	AVL Equipment				AVL city fleet 5/2022				
	624000021915 Total:	611.86							
	Verizon Connect Nwf, Inc	611.86							
Waste Management 12524									
316473020709	4/29/2022	2,074.27	0.00	05/27/2022				No	0
231-031-569000	Other Contractual Service				2 yd dumpsters at wwtp 5/1/22				
	316473020709 Total:	2,074.27							
	Waste Management Total:	2,074.27							
Will Harms Co 10706									
*** 37176	5/13/2022	15.63	0.00	05/27/2022				No	0
231-029-520200	Office Supplies				custome made date stamp				
*** 37176	5/13/2022	15.62	0.00	05/27/2022				No	0
223-023-520200	Office Supplies				custome made date stamp				
	37176 Total:	31.25							
	Will Harms Co Total:	31.25							

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

Report Total:	387,047.36
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Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/26/2022 - 1:53PM
 Batch: 00530.05.2022 - missy1 5-27-22-1



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				
Tazewell County Treasurer									
10639									
*** 040423400004	6/1/2022	600.66	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/IL RTE 98					
040423400004 Total:		600.66							
*** 040423400005	6/1/2022	213.74	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/brenkman dr					
040423400005 Total:		213.74							
*** 040423400006	6/1/2022	860.40	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/edgewater					
040423400006 Total:		860.40							
*** 040425300008	6/1/2022	144.28	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/sheridan rd					
040425300008 Total:		144.28							
*** 040434424008	6/1/2022	66.60	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/front st					
040434424008 Total:		66.60							
*** 040434441002	6/1/2022	300.58	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/110 elizabeth					
040434441002 Total:		300.58							
*** 040435336005	6/1/2022	411.58	0.00	05/27/2022				No	0

AP-To Be Paid Proof List (05/26/2022 - 1:53 PM)

Page 1

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Attachment: To Be Paid Proof List 5-27-22 FY22-3 (3106 : Accounts Payable To Be Paid Proof List thru

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-068-590300 Real Estate Tax Expense				property taxes 2021/514 margaret st					
040435336005 Total:		411.58							
*** 040435336019	6/1/2022	378.28	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/510 margaret st					
040435336019 Total:		378.28							
050520100001	6/1/2022	5,004.90	0.00	05/27/2022				No	0
100-000-251000 Prorated Real Estate Tax				property taxes 2021/3281 edgewater dr					
050520100001 Total:		5,004.90							
100068590300	6/1/2022	1,495.24	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/lincoln rd					
100068590300 Total:		1,495.24							
*** 101010100046	6/1/2022	413.26	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/1650 frontage					
101010100046 Total:		413.26							
101010200008	6/1/2022	1,438.64	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/hanna dr					
101010200008 Total:		1,438.64							
*** 101010400006	6/1/2022	3,379.90	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/300 & 310 hanna dr					
101010400006 Total:		3,379.90							
*** 101011200014	6/1/2022	390.80	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/1150 koch					
101011200014 Total:		390.80							
111107103018	6/1/2022	320.28	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/3224 court st					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
111107103018 Total:		320.28							
111107112001	6/1/2022	87.62	0.00	05/27/2022				No	0
100-068-590300 Real Estate Tax Expense				property taxes 2021/barney ave					
111107112001 Total:		87.62							
Tazewell County Treasurer		15,506.76							
Report Total:		15,506.76							

**REQUEST FOR COUNCIL ACTION**

Agenda Date: June 13, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru June 10, 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 06/08/2022 - 12:09PM
 Batch: 00023.04.2022 - missy1 6-10-22-fy22



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						
Advance Auto Parts 12965									
*** 1051	4/14/2022	26.59	0.00	06/10/2022				No	0
445-041-534000 Automotive Expense				air filter for pelican sweeper 430					
1051 Total:		26.59							
*** 1052	4/14/2022	25.54	0.00	06/10/2022				No	0
501-501-534000 Automotive Expense				fuel filter for bus stock					
1052 Total:		25.54							
*** 1158	4/18/2022	43.67	0.00	06/10/2022				No	0
100-034-529000 Equipment				battery charger and cable for MABAS trailer					
1158 Total:		43.67							
*** 1223	4/20/2022	38.61	0.00	06/10/2022				No	0
699-069-534000 Automotive Expense				under coating for stock					
1223 Total:		38.61							
*** 3689	4/22/2022	5.58	0.00	06/10/2022				No	0
100-034-529000 Equipment				cable clamps for MABAS trailer					
3689 Total:		5.58							
*** 5400	4/14/2022	281.22	0.00	06/10/2022				No	0
501-501-534000 Automotive Expense				filters for bus stock					
5400 Total:		281.22							
*** 5401	4/14/2022	26.59	0.00	06/10/2022				No	0

AP-To Be Paid Proof List (06/08/2022 - 12:09 PM)

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Attachment: To Be Paid Proof List 6-10-22 fy22 (3121 : Accounts Payable To Be Paid Proof List thru June

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
445-041-534000 Automotive Expense				air filters for pelican sweeper					
5401 Total:		26.59							
*** 6021	4/12/2022	45.40	0.00	06/10/2022				No	0
501-501-534000 Automotive Expense				bulbs for bus stock					
6021 Total:		45.40							
Advance Auto Parts Total:		493.20							
Amerencilco 10021									
*** 2063131008	5/17/2022	792.15	0.00	06/10/2022				No	0
240-240-550600 Electricity For Signal Lights				traffic lighting 4/12-5/12/22					
2063131008 Total:		792.15							
*** 2349029006	5/18/2022	1,106.35	0.00	06/10/2022				No	0
231-030-550100 Utilities				liftstations 3/27-4/26/22					
2349029006 Total:		1,106.35							
Amerencilco Total:		1,898.50							
Boyer, Caleb 14574									
expense-0422	4/25/2022	15.00	0.00	06/10/2022				No	0
100-761-598100 Public Relations				lunch while representing pekin PD at WIU career fair 4/25/2					
expense-0422 Total:		15.00							
Boyer, Caleb Total:		15.00							
Britton Electronics 10083									
2229199	5/20/2022	2,128.50	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
231-031-534400 Equipment Repairs				SCADA issues checked troken trace fiber paths 11/02/21					
2229199 Total:		2,128.50							
2229203	5/20/2022	322.50	0.00	06/10/2022				No	0
231-030-534400 Equipment Repairs				repairs to state st liftstation 3/22/22					
2229203 Total:		322.50							
Britton Electronics Total:		2,451.00							
Calpine Energy Solutions 10590									
*** 2214400163818	5/24/2022	48.14	0.00	06/10/2022				No	0
240-240-550600 Electricity For Signal Lights				traffic lighting 3/27-4/26/22					
*** 2214400163818	5/24/2022	4,341.00	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights				street lights 3/17-4/18/22					
*** 2214400163818	5/24/2022	1,356.68	0.00	06/10/2022				No	0
231-030-550100 Utilities				liftstations 3/27-4/26/22					
*** 2214400163818	5/24/2022	756.69	0.00	06/10/2022				No	0
100-068-550100 Utilities				1411 elgromve tower and 1130 koch unit a 4/1-5/1/22					
*** 2214400163818	5/24/2022	2,614.71	0.00	06/10/2022				No	0
100-068-550100 Utilities				public properties 4/5-5/5/22					
*** 2214400163818	5/24/2022	18,624.01	0.00	06/10/2022				No	0
231-031-550100 Utilities				606 s front st and 2500 s 2nd 4/2-5/1/22					
*** 2214400163818	5/24/2022	527.54	0.00	06/10/2022				No	0
525-525-550100 Utilities				various airport locations 4/4-5/4/22					
*** 2214400163818	5/24/2022	415.29	0.00	06/10/2022				No	0
100-032-550100 Utilities				various street dept locations 3/16-4/17/					
*** 2214400163818	5/24/2022	522.70	0.00	06/10/2022				No	0
501-501-550100 Utilities				various bus dept locations 3/17/22					
*** 2214400163818	5/24/2022	833.09	0.00	06/10/2022				No	0
100-034-550100 Utilities				various fire dept 3/20-4/19/22					
*** 2214400163818	5/24/2022	522.71	0.00	06/10/2022				No	0
699-069-550100 Utilities				various vmf locations 4/1-5/1/22					
221440016381872 Total:		30,562.56							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Calpine Energy Solutions T		30,562.56							
Centre State International Trucks, Inc. 10109									
01p71565	2/11/2022	26.59	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				electrical connector for sw7					
01p71565 Total:		26.59							
Centre State International T		26.59							
Constellation Newenergy/Gas Division 13810									
*** 3476947	5/17/2022	1,064.81	0.00	06/10/2022				No	0
100-068-550100 Utilities				service for 4/11/22 1130 koch and 111 s capitol st					
*** 3476947	5/17/2022	669.82	0.00	06/10/2022				No	0
100-068-550100 Utilities				service for 4/11/22 1130 koch unit A					
*** 3476947	5/17/2022	374.63	0.00	06/10/2022				No	0
501-501-550100 Utilities				service for 4/11/22 1130 koch unit b					
*** 3476947	5/17/2022	374.62	0.00	06/10/2022				No	0
699-069-550100 Utilities				service for 4/11/22 1130 koch unit b					
*** 3476947	5/17/2022	607.45	0.00	06/10/2022				No	0
100-034-550100 Utilities				service for 4/11/22 various fire dept locations					
*** 3476947	5/17/2022	616.04	0.00	06/10/2022				No	0
100-032-550100 Utilities				service for 4/11/22 1208 koch					
*** 3476947	5/17/2022	817.90	0.00	06/10/2022				No	0
525-525-550100 Utilities				service for 4/11/22 various airport locations					
*** 3476947	5/17/2022	8,504.42	0.00	06/10/2022				No	0
231-031-550100 Utilities				service for 4/11/22 various wwtp locations					
3476947 Total:		13,029.69							
Constellation Newenergy/G		13,029.69							
Conway Shield 14482									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0491728	4/15/2022	8,390.00	0.00	06/10/2022				No	0
100-034-529000 Equipment				4 hoses					
0491728 Total:		8,390.00							
Conway Shield Total:		8,390.00							
Fidelity Security Life Insurance Co 13930									
165223451	4/1/2022	2,135.03	0.00	06/10/2022				No	0
695-095-517506 Vision Coverage				04/2022 vision insurance					
165223451 Total:		2,135.03							
Fidelity Security Life Insur		2,135.03							
Gallery Ford Pekin 10683									
51662	2/8/2022	112.99	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				labor for electrical problem 2/8/22					
51662 Total:		112.99							
Gallery Ford Pekin Total:		112.99							
Gatehouse Media (Pekin Times) 10794									
300137331	4/30/2022	38.80	0.00	06/10/2022				No	0
100-004-551000 Printing And Publications				4/8 budget					
300137331 Total:		38.80							
300137429	4/30/2022	62.20	0.00	06/10/2022				No	0
100-793-551000 Printing And Publications				legal notice for public hearing 4/24/22					
300137429 Total:		62.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Gatehouse Media (Pekin T	101.00							
Gatehouse Media Illinois Holdings Inc. 14577									
0004564527	4/13/2022	52.50	0.00	06/10/2022				No	0
100-004-551000 Printing And Publications				sewer rates notice 4/13/22					
	0004564527 Total:	52.50							
	Gatehouse Media Illinois H	52.50							
Gem City Tire 12935									
*** 34794	3/25/2022	-127.50	0.00	06/10/2022				No	0
445-041-534000 Automotive Expense				credit for balancing packets street dept stock					
*** 34794	3/25/2022	-127.50	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				credit for balancing packets solid waste stock					
	34794 Total:	-255.00							
	Gem City Tire Total:	-255.00							
GFL Environmental Services USA, Inc. 14249									
p60005199772	4/30/2022	4,300.79	0.00	06/10/2022				No	0
231-031-536400 Sludge Removal				sludge disposal at landfill 4/18-4/29/22					
	p60005199772 Total:	4,300.79							
	GFL Environmental Service	4,300.79							
Herr Petroleum Corporation 12712									
d39187	4/8/2022	16,721.32	0.00	06/10/2022				No	0
699-000-160100 Fuel Inventory				5002 gallons of fuel delivered 4/8/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	d39187 Total:	16,721.32							
	Herr Petroleum Corporatio	16,721.32							
IL American Water 10291									
*** 210001081816	5/18/2022	34.83	0.00	06/10/2022				No	0
100-068-550100 Utilities				633 margaret st yd hy 4/15-5/13/22					
	210001081816 Total:	34.83							
*** 210001269890	5/18/2022	23.92	0.00	06/10/2022				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 4/15-5/13/22					
	210001269890 Total:	23.92							
*** 210001655200	5/17/2022	30.97	0.00	06/10/2022				No	0
231-031-550100 Utilities				608 s front st 4/15-5/13/22					
	210001655200 Total:	30.97							
*** 210002094969	5/18/2022	28.96	0.00	06/10/2022				No	0
100-068-550100 Utilities				100 state st 4/15-5/13/22					
	210002094969 Total:	28.96							
*** 210002243143	5/18/2022	28.96	0.00	06/10/2022				No	0
100-068-550100 Utilities				2500 s 2nd st 4/15-5/13/22					
	210002243143 Total:	28.96							
*** 210002282773	5/16/2022	228.96	0.00	06/10/2022				No	0
100-068-550100 Utilities				111 s capitol st 4/15-5/13/22					
	210002282773 Total:	228.96							
*** 210002365869	5/18/2022	23.92	0.00	06/10/2022				No	0
100-068-550100 Utilities				400 n 7th st yd hy 4/15-5/13/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
210002365869 Total:		23.92							
*** 210004789874	5/18/2022	641.26	0.00	06/10/2022				No	0
231-031-550100 Utilities				606 s front st sewer 4/15-5/13/22					
210004789874 Total:		641.26							
*** 220000296568	5/18/2022	49.98	0.00	06/10/2022				No	0
100-068-550100 Utilities				107 front st restrooms 4/15-5/13/22					
220000296568 Total:		49.98							
IL American Water Total:		1,091.76							
IL Dept of Transportation 12276									
124530	4/1/2022	1,739.13	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main				traffic signal upgrades/city portion					
124530 Total:		1,739.13							
IL Dept of Transportation		1,739.13							
Illini Plumbing, Inc. 12264									
16686	5/30/2022	2,962.98	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				hot water heater replaced at city hall 4/27/22					
16686 Total:		2,962.98							
16688	5/31/2022	676.19	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				installed 2 mop sink faucets 4/22/22					
16688 Total:		676.19							
Illini Plumbing, Inc. Total:		3,639.17							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
Ingles, Billie 10325 expense4/22	4/25/2022	15.00	0.00	06/10/2022				No	0
100-761-598100 Public Relations				lunch while representing pekin pd at wiu career fair					
expense4/22 Total:		15.00							
Ingles, Billie Total:		15.00							
Lagondola Spaghetti House 14607 04142022	4/14/2022	122.70	0.00	06/10/2022				No	0
100-761-598100 Public Relations				dispatchers appreciation lunch 4/14/22					
04142022 Total:		122.70							
Lagondola Spaghetti House		122.70							
Laser Electric Inc 10367 sc23928	2/16/2022	5,337.00	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main				replaced post 1/31/22					
sc23928 Total:		5,337.00							
sc23941	2/16/2022	4,965.00	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main				pole knockdown and replaced 2/2/22					
sc23941 Total:		4,965.00							
sc24230	5/18/2022	2,370.00	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main				signal maintenance at parkway and broadway 3/31/22					
sc24230 Total:		2,370.00							
sc24268	5/22/2022	170.07	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main				ameren outage/court & 14 and park & 14 4/10/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
sc24268 Total:		170.07							
sc24321	5/24/2022	5,003.00	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main			signal maintenance at court and 14th 4/20/22						
sc24321 Total:		5,003.00							
sc24340	5/25/2022	350.00	0.00	06/10/2022				No	0
445-041-532000 Electronic Equipment Main			signal maintenance at court and mall rd 4/22/22						
sc24340 Total:		350.00							
Laser Electric Inc Total:		18,195.07							
Linde Gas & Equipment									
10518									
68451561	1/22/2022	70.49	0.00	06/10/2022				No	0
100-034-524000 Lease/rental Of Equipment			rental on cylinder 12/20/21-1/20/22						
68451561 Total:		70.49							
69583683	3/22/2022	65.32	0.00	06/10/2022				No	0
100-034-524000 Lease/rental Of Equipment			rental on cylinder 2/20-3/20/22						
69583683 Total:		65.32							
Linde Gas & Equipment To		135.81							
Mid-Illinois Companies, Corp.									
13789									
07440a	4/30/2022	14,255.00	0.00	06/10/2022	room-upgd	contr		No	0
277-277-584009 General Public Improvements			station 1 defered maintenance						
07440a Total:		14,255.00							
07440b	4/30/2022	3,640.00	0.00	06/10/2022	room-upgd	contr		No	0
277-277-584009 General Public Improvements			station 1 defered maintenance						

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
07440b Total:		3,640.00							
Mid-Illinois Companies, C		17,895.00							
R.N.O.W. INC 14468 202262604	4/25/2022	145.29	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				hoses for sw12 and for stock					
202262604 Total:		145.29							
R.N.O.W. INC Total:		145.29							
Test Gauge Inc 13963 inv196039	4/28/2022	117.26	0.00	06/10/2022				No	0
231-031-534400 Equipment Repairs				calibration of backflow test unit					
inv196039 Total:		117.26							
Test Gauge Inc Total:		117.26							
Vonderheide Floor Coverings 10689 vm032554	3/21/2022	8,058.54	0.00	06/10/2022	term-flor	expense		No	0
525-525-580401 Building Repairs				terminal flooring 3/21/22 installed 4/30/22					
vm032554 Total:		8,058.54							
Vonderheide Floor Covering		8,058.54							
Waste Management 12524 000010920700	5/2/2022	4,085.01	0.00	06/10/2022				No	0

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

231-031-569000 Other Contractual Service					20 yard sludge dumpster 4/14-4/28/22				
	000010920700 Total:	4,085.01							
	Waste Management Total:	4,085.01							
	Report Total:	135,274.91							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 06/09/2022 - 8:52AM
 Batch: 00024.04.2022 - missy1 6-10-22-fy22 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				
Hanson Professional Svcs Inc									
10248									
1094222	5/18/2022	52,234.89	0.00	06/10/2022	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court st design engineering 4/23/22					
1094222 Total:		52,234.89							
1094238	5/18/2022	18,394.56	0.00	06/10/2022				No	0
445-041-561200 Engineering Fees				raise grant prep 4/23/22					
1094238 Total:		18,394.56							
Hanson Professional Svcs		70,629.45							
Millennia Professional Services									
11801									
me2022.01--11	5/24/2022	18,703.95	0.00	06/10/2022	CT8T-00oV	engr		No	0
445-041-561200 Engineering Fees				court st construction engineering 3/29-4/27/22					
me2022.01--11 Total:		18,703.95							
Millennia Professional Serv		18,703.95							
Tazewell County Animal Control									
10637									
04-2209	5/1/2022	3,828.91	0.00	06/10/2022				No	0
100-761-566700 Care Of Stray Animals				month of april 2022 city contract fee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
04-2209 Total:		3,828.91							
Tazewell County Animal C		3,828.91							
Third Millennium Associates, Inc. 11953									
*** 27756	5/19/2022	764.13	0.00	06/10/2022				No	0
231-029-569000 Other Contractual Service				april 2022 lockbox service					
*** 27756	5/19/2022	764.13	0.00	06/10/2022				No	0
223-023-569000 Other Contractual Service				april 2022 lockbox service					
27756 Total:		1,528.26							
Third Millennium Associat		1,528.26							
Report Total:		94,690.57							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 06/09/2022 - 10:30AM
 Batch: 00005.06.2022 - missy1 6-10-22



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						
Advance Auto Parts 12965									
5892	5/18/2022	47.19	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				exhaust pipe for #553					
5892 Total:		47.19							
5987	5/20/2022	160.99	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				alternater for truck 420					
5987 Total:		160.99							
6054	5/24/2022	177.55	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				starter for truck 553					
6054 Total:		177.55							
6104	5/26/2022	142.59	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				alternator for truck 553					
6104 Total:		142.59							
6115	5/26/2022	12.45	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				headlight for sw7					
6115 Total:		12.45							
6125	5/27/2022	12.45	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				headlight for sw7 stock					
6125 Total:		12.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Advance Auto Parts Total:	553.22							
AirNav, LLC 11454 2021034	4/27/2022	50.00	0.00	06/10/2022				No	0
525-525-551600 Dues And Subscriptions				fuel listing 4/8/22-4/9/23					
2021034 Total:		50.00							
AirNav, LLC Total:		50.00							
All Purpose Polygraph 12588 1478	5/24/2022	300.00	0.00	06/10/2022				No	0
100-990-590900 Police And Fire Commission				FD-pre employment polygraphs/NS and TD					
1478 Total:		300.00							
All Purpose Polygraph Tot		300.00							
All Small Engine N More LLC 13945 3175	5/16/2022	98.00	0.00	06/10/2022				No	0
100-032-557200 License And Inspection Fees				state inspection on trucks 414 and 464					
3175 Total:		98.00							
All Small Engine N More L		98.00							
Allegra Print & Imaging 10016 66058	6/1/2022	26.00	0.00	06/10/2022				No	0
100-007-522400 General Supplies				derek wolfe business cards					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
66058 Total:		26.00							
*** 66094	6/1/2022	76.00	0.00	06/10/2022				No	0
100-761-551000 Printing And Publications				business cards for BW and RS					
*** 66094	6/1/2022	76.00	0.00	06/10/2022				No	0
100-766-551000 Printing And Publications				business cards for ML and PB					
66094 Total:		152.00							
Allegra Print & Imaging To		178.00							
Altorfer Inc 10019 m7654201	5/24/2022	5,966.00	0.00	06/10/2022				No	0
100-032-529000 Equipment				hammer for mini excavator					
m7654201 Total:		5,966.00							
pc020703859	5/10/2022	68.60	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				hose for backhoe					
pc020703859 Total:		68.60							
pc020703860	5/10/2022	16.85	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				coupling for backhoe					
pc020703860 Total:		16.85							
w0020111777	5/19/2022	1,089.36	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				preventive maintenance mini excavator					
w0020111777 Total:		1,089.36							
Altorfer Inc Total:		7,140.81							
Amazon Capital Services 10020 171Y66YDVDRQ	6/1/2022	523.63	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-009-529000 Equipment				label making machine					
171Y66YDVDRQ Total:		523.63							
1CTF4DDR33MP	6/1/2022	-9.95	0.00	06/10/2022				No	0
501-501-522400 General Supplies				refund for phone case not delivered					
1CTF4DDR33MP Total:		-9.95							
1D9JV4PLYLHT	6/1/2022	449.99	0.00	06/10/2022				No	0
100-009-522400 General Supplies				phone protectors and P;A equipment					
1D9JV4PLYLHT Total:		449.99							
1DWT1P3LPYWQ	6/1/2022	201.39	0.00	06/10/2022				No	0
100-068-522400 General Supplies				2 hvac filters					
1DWT1P3LPYWQ Total:		201.39							
1LYYF3GQXRCC	6/1/2022	160.84	0.00	06/10/2022				No	0
100-068-522400 General Supplies				toilet cleaner, liquid soap/cleaning supplies					
1LYYF3GQXRCC Total:		160.84							
1R7YFM9PR77M	6/1/2022	108.97	0.00	06/10/2022				No	0
501-501-522400 General Supplies				cups and batteries for office					
1R7YFM9PR77M Total:		108.97							
1RCK36HMQMC	6/1/2022	341.31	0.00	06/10/2022				No	0
100-764-520200 Office Supplies				post its, dust off, staples/office supplies					
1RCK36HMQMC Total:		341.31							
*** 1VGJVQ7PYC	6/1/2022	61.20	0.00	06/10/2022				No	0
100-068-520200 Office Supplies				binder clips, toner					
*** 1VGJVQ7PYC	6/1/2022	362.64	0.00	06/10/2022				No	0
100-068-522400 General Supplies				plungers and trash bags					
1VGJVQ7PYCWL Total:		423.84							
*** 1VKD3G1L14I	6/1/2022	173.50	0.00	06/10/2022				No	0
699-069-529000 Equipment				replacement hose/chrome kit					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 1VKD3G1L14I	6/1/2022	137.94	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				bap fans for sw					
1VKD3G1L14D7 Total:		311.44							
1XXNC14M1NKP	6/1/2022	68.92	0.00	06/10/2022				No	0
100-009-599802 Computer Hardware				modem for airport fuel system					
1XXNC14M1NKP Total:		68.92							
*** 1YNCMDH9X1	6/1/2022	563.89	0.00	06/10/2022				No	0
100-761-520200 Office Supplies				printer cartridges for zebra printer (2)/office supplies					
*** 1YNCMDH9X1	6/1/2022	23.17	0.00	06/10/2022				No	0
100-763-520200 Office Supplies				otterboxand dry erase markers					
1YNCMDH9X1WD Total		587.06							
1YNCMDH9XF9F	6/1/2022	21.98	0.00	06/10/2022				No	0
100-761-592604 Emergency Services Team				cleaning supplies					
1YNCMDH9XF9F Total:		21.98							
Amazon Capital Services T		3,189.42							
Amerencilco 10021									
*** 0931067015	5/19/2022	27.23	0.00	06/10/2022				No	0
100-068-550100 Utilities				324 court st 4/18-5/17/22					
0931067015 Total:		27.23							
*** 0963065243	6/1/2022	1,258.25	0.00	06/10/2022				No	0
100-068-550100 Utilities				various public properties 4/5-5/5/22					
*** 0963065243	6/1/2022	63.38	0.00	06/10/2022				No	0
100-068-550100 Utilities				1411 elgrove tower 4/27-5/26/22					
*** 0963065243	6/1/2022	359.42	0.00	06/10/2022				No	0
501-501-550100 Utilities				1130 koch unit b/electric bus 4/14-5/14/22					
*** 0963065243	6/1/2022	42.87	0.00	06/10/2022				No	0
223-026-550100 Utilities				201 s 2nd 4/5-5/5/22					
*** 0963065243	6/1/2022	936.64	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-034-550100 Utilities *** 0963065243	6/1/2022	119.77	0.00	06/10/2022	various fire dept locations 4/18-5/17/22			No	0
100-032-550100 Utilities *** 0963065243	6/1/2022	540.88	0.00	06/10/2022	various street dept locations 4/18-5/17/22			No	0
525-525-550100 Utilities *** 0963065243	6/1/2022	67.65	0.00	06/10/2022	various airport locations 4/4-5/4/22			No	0
231-031-550100 Utilities					606 s front st 5/26/22				
0963065243 Total:		3,388.86							
*** 1720124012	5/20/2022	25.36	0.00	06/10/2022				No	0
100-034-550100 Utilities *** 1720124012	5/26/2022	28.75	0.00	06/10/2022	3224 court st shed 4/28-5/18/22			No	0
100-034-550100 Utilities					3224 court st shed 4/28-5/18/22				
1720124012 Total:		54.11							
*** 2434114066	5/18/2022	1,989.49	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights					street lights/customer owned 4/18-5/17/22				
2434114066 Total:		1,989.49							
*** 3955025012	5/24/2022	29.63	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights					street lights/1703 remington rd 4/21-5/22/22				
3955025012 Total:		29.63							
*** 4984141001	5/20/2022	31.34	0.00	06/10/2022				No	0
240-240-550600 Electricity For Signal Lights					traffic signal court and entrance 4/19-5/18/22				
4984141001 Total:		31.34							
*** 8695491773	5/18/2022	6,171.38	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights					street lights 4/18-5/17/22				
8695491773 Total:		6,171.38							
Amerencilco Total:		11,692.04							

Arrow Energy
14369

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Attachment: To Be Paid Proof List 6-10-22 (3121 : Accounts Payable To Be Paid Proof List thru June 10,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
136622	5/26/2022	45,118.80	0.00	06/10/2022				No	0
525-000-160100 Fuel Inventory				load of jet fuel 100LL 5/25/22					
136622 Total:		45,118.80							
Arrow Energy Total:		45,118.80							
Atlas Supply Company									
10038									
29141	5/24/2022	208.70	0.00	06/10/2022				No	0
501-501-522400 General Supplies				wipes for employees					
29141 Total:		208.70							
Atlas Supply Company To		208.70							
Aupperle & Sons, Inc.									
11849									
*** 21270	5/18/2022	8,775.00	0.00	06/10/2022	park-lot4	contr		No	0
277-277-584009 General Public Improvements				fy23 capital plan pipe bollards					
*** 21270	5/18/2022	145,939.00	0.00	06/10/2022	park-lot4	contr		No	0
277-277-584009 General Public Improvements				station 1 lot					
*** 21270	5/18/2022	5,840.00	0.00	06/10/2022	park-lot4	contr		No	0
277-277-584009 General Public Improvements				fy23 capital plan down spouts					
21270 Total:		160,554.00							
Aupperle & Sons, Inc. Tota		160,554.00							
Azavar Audit									
14491									
155797	5/24/2022	202.91	0.00	06/10/2022				No	0
100-990-569000 Other Contractual Service				35% of rescued heart tax revenue 8/21-2/22					
155797 Total:		202.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Azavar Audit Total:	202.91							
Batteries Plus - 278 10898									
p52025021	6/2/2022	367.70	0.00	06/10/2022				No	0
100-766-554300	Uniforms And Tools				3 flashlights and one work light for CE				
	p52025021 Total:	367.70							
	Batteries Plus - 278 Total:	367.70							
Behrlawn Mowing & Yard Work 14496									
2589	5/3/2022	620.00	0.00	06/10/2022				No	0
100-068-534200	Buildings And Grounds Rep				district 6 mowing for 05/22 liftstations				
	2589 Total:	620.00							
	Behrlawn Mowing & Yard	620.00							
Benson, Eric 11148									
expense-0622	6/5/2022	427.00	0.00	06/10/2022				No	0
100-034-519000	Training And Education				background investigations 6/5-6/8/22				
	expense-0622 Total:	427.00							
	Benson, Eric Total:	427.00							
Big Rays Express 14503									
22989	5/20/2022	58.45	0.00	06/10/2022				No	0
100-761-534000	Automotive Expense				oil change in squad 5179				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
22989 Total:		58.45							
23079	5/24/2022	58.45	0.00	06/10/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5164					
23079 Total:		58.45							
23260	5/31/2022	57.33	0.00	06/10/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5131					
23260 Total:		57.33							
23263	5/31/2022	53.95	0.00	06/10/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5106					
23263 Total:		53.95							
Big Rays Express Total:		228.18							
Boyer, Caleb 14574 expense-0622	6/14/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview 6/14-6/16/22					
expense-0622 Total:		45.00							
Boyer, Caleb Total:		45.00							
Busy Bee's Lawn & Landscaping 14652 cop02	5/25/2022	4,800.00	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				district 4 mowing 05/22					
cop02 Total:		4,800.00							
Busy Bee's Lawn & Landsc		4,800.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Casey Transportation Services, Inc 13206									
20226682	5/21/2022	1,608.09	0.00	06/10/2022				No	0
100-032-535000 Material And Hauling				haul spray patching rock for street repair					
20226682 Total:		1,608.09							
Casey Transportation Serv		1,608.09							
Cat Financial Services 10104									
*** 00170055802	6/6/2022	1,212.40	0.00	06/10/2022				No	0
445-041-524000 Lease/Rental of Equipment				june 2022 principal for backhoe loader					
*** 00170055802	6/6/2022	293.33	0.00	06/10/2022				No	0
445-041-590400 Interest Paid				june 2022 interest for backhoe loader					
00170055802 Total:		1,505.73							
*** 32416186	6/3/2022	1,349.33	0.00	06/10/2022				No	0
445-041-524000 Lease/Rental of Equipment				june 2022 wheel loader principal					
*** 32416186	6/3/2022	323.84	0.00	06/10/2022				No	0
445-041-590400 Interest Paid				june 2022 wheel loader interest					
32416186 Total:		1,673.17							
Cat Financial Services Tota		3,178.90							
Centre State International Trucks, Inc. 10109									
01p73537	5/31/2022	109.94	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				blower motor for sw7					
01p73537 Total:		109.94							
Centre State International T		109.94							

CenturyLink

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Attachment: To Be Paid Proof List 6-10-22 (3121 : Accounts Payable To Be Paid Proof List thru June 10,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10111									
*** 304027612	5/13/2022	72.15	0.00	06/10/2022				No	0
100-009-550300 Telephone				fire pager radio line 4/13-5/12/22					
304027612 Total:		72.15							
*** 304062244	5/25/2022	49.43	0.00	06/10/2022				No	0
100-009-550300 Telephone				phone line for fire dept 5/25-6/24/22					
304062244 Total:		49.43							
CenturyLink Total:		121.58							
CINTAS Corporation									
10115									
4119919434	5/19/2022	181.76	0.00	06/10/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 5/19/22					
4119919434 Total:		181.76							
4120614052	5/26/2022	164.19	0.00	06/10/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 5/26/22					
4120614052 Total:		164.19							
4121213401	6/2/2022	164.19	0.00	06/10/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 6/2/22					
4121213401 Total:		164.19							
CINTAS Corporation Tota		510.14							
City Solutions Consulting LLC									
14124									
*** 88	6/6/2022	160.00	0.00	06/10/2022				No	0
270-270-560500 Consulting Services				consulting fees 5/25-6/6/22					
*** 88	6/6/2022	160.00	0.00	06/10/2022				No	0
273-273-560500 Consulting Services				consulting fees 5/25-6/6/22					
*** 88	6/6/2022	160.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
275-275-560500 Consulting Services *** 88	6/6/2022	1,600.00	0.00	06/10/2022	consulting fees 5/25-6/6/22			No	0
277-277-560500 Consulting Services *** 88	6/6/2022	1,280.00	0.00	06/10/2022	consulting fees 5/25-6/6/22			No	0
208-208-560500 Consulting Services					consulting fees 5/25-6/6/22				
88 Total:		3,360.00							
City Solutions Consulting L		3,360.00							
Cloudpoint Geographics Inc. 11838 inv3138	5/30/2022	7,450.00	0.00	06/10/2022				No	0
100-007-569000 Other Contractual Service					GIS services for may 2022				
inv3138 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							
Comcast Cable 11073 *** 203130447667	5/4/2022	197.85	0.00	06/10/2022				No	0
100-032-569000 Other Contractual Service					2820 court st camera 5/11-6/10/22				
203130447667 Total:		197.85							
*** 203200090660	5/19/2022	307.55	0.00	06/10/2022				No	0
525-525-550300 Telephone					13906 airport ln/phone and internet 5/23-6/22/22				
203200090660 Total:		307.55							
Comcast Cable Total:		505.40							
Cook and Son Autobody 11398 739340b2	6/6/2022	5,708.14	0.00	06/10/2022				No	0
695-093-518133 Claims Paid / Police Prot					repairs to squad 5208				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
739340b2 Total:		5,708.14							
852dd298	6/6/2022	1,251.75	0.00	06/10/2022				No	0
695-093-518133 Claims Paid / Police Prot				repairs to squad 5201					
852dd298 Total:		1,251.75							
b603e009	6/6/2022	653.35	0.00	06/10/2022				No	0
695-093-518133 Claims Paid / Police Prot				repairs to squad 5205					
b603e009 Total:		653.35							
Cook and Son Autobody T		7,613.24							
Cops Inc. Security Solutions 11707									
28052	5/13/2022	250.00	0.00	06/10/2022				No	0
100-068-534400 Equipment Repairs				lock reset at city hall 5/13/22					
28052 Total:		250.00							
Cops Inc. Security Solution		250.00							
Core & Main 10255									
q828333	5/12/2022	1,943.18	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				reducer and pvc pipe for sanitary line repair					
q828333 Total:		1,943.18							
q894473	5/23/2022	1,670.16	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				curb inlet and cover					
q894473 Total:		1,670.16							
q933564	5/26/2022	1,785.06	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pvc sewer pipe for sanitary sewer repair					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	q933564 Total:	1,785.06							
	Core & Main Total:	5,398.40							
Curtis, Christopher 14657 06032022	6/3/2022	155.00	0.00	06/10/2022				No	0
100-760-460200 Municipal Ordinance Violations				refund due to change of violation c5442000848					
	06032022 Total:	155.00							
	Curtis, Christopher Total:	155.00							
David Burling Excavating Inc 10091 46978	5/27/2022	525.00	0.00	06/10/2022				No	0
231-030-569000 Other Contractual Service				repair sewer at 241 sunnyridge/IAWCO damaged 5/25/22					
	46978 Total:	525.00							
	David Burling Excavating In	525.00							
Decision Optimization Technology 14658 16	5/9/2022	8,000.00	0.00	06/10/2022				No	0
100-007-538000 Maintenance Agreements				road maintenance decision program-DOT 5/1/22-4/30/23					
	16 Total:	8,000.00							
	Decision Optimization Tec	8,000.00							
DH Pace Company 14656 svc728/312	5/9/2022	567.50	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
525-525-534200 Buildings And Grounds Rep				hangar A door service call 5/4/22					
svc728/312 Total:		567.50							
DH Pace Company Total:		567.50							
Eaton, Joshua 14660									
expense-0622	6/14/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview 6/14-6/16/22					
expense-0622 Total:		45.00							
expense-0622-1	6/3/2022	30.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				AR15 operator course 6/3-6/4/22					
expense-0622-1 Total:		30.00							
Eaton, Joshua Total:		75.00							
Environmental Systems Research Inst. 11049									
94222494	3/27/2022	42,500.00	0.00	06/10/2022				No	0
100-009-538000 Maintenance Agreements				ESRI software for GIS 5/15/22-5/14/23					
94222494 Total:		42,500.00							
Environmental Systems Re		42,500.00							
Fales, Colton 14355									
expense-0522	5/23/2022	70.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				fire apparatus engineer class 5/23-5/27/22					
expense-0522 Total:		70.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Fales, Colton Total:	70.00							
Fastenal Company 10181									
ilpek169401	5/17/2022	16.60	0.00	06/10/2022				No	0
699-069-534000 Automotive Expense				bolts for bolt bin/stock					
	ilpek169401 Total:	16.60							
	Fastenal Company Total:	16.60							
Fidelity Security Life Insurance Co 13930									
165263544	5/1/2022	2,146.54	0.00	06/10/2022				No	0
695-095-517506 Vision Coverage				05/22 vision insurance					
	165263544 Total:	2,146.54							
165304448	6/1/2022	2,095.18	0.00	06/10/2022				No	0
695-095-517506 Vision Coverage				06/22 vision insurance					
	165304448 Total:	2,095.18							
	Fidelity Security Life Insur	4,241.72							
Firestone Tire & Service 10191									
239215	5/20/2022	109.34	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				tire for fire #5					
	239215 Total:	109.34							
	Firestone Tire & Service To	109.34							

Five Star Water

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
12219									
*** 106351	5/5/2022	26.90	0.00	06/10/2022				No	0
231-031-569000 Other Contractual Service				drinking water 5/3/22					
106351 Total:		26.90							
Five Star Water Total:		26.90							
Gallery Ford Pekin									
10683									
1355	5/16/2022	56.98	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				shift solenoid for rescue #2					
1355 Total:		56.98							
Gallery Ford Pekin Total:		56.98							
Gem City Tire									
12935									
*** 35535	5/18/2022	1,847.64	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				4 tires for solid waste stock					
*** 35535	5/18/2022	661.40	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				2 tires for #479/new vactor truck					
35535 Total:		2,509.04							
Gem City Tire Total:		2,509.04							
GFL Environmental Services USA, Inc.									
14249									
p60005199837	5/15/2022	25,382.63	0.00	06/10/2022				No	0
223-023-566500 Landfill Expense				landfill fee 5/2-5/13/22					
p60005199837 Total:		25,382.63							
p60005199851	5/15/2022	4,795.97	0.00	06/10/2022				No	0
231-031-536400 Sludge Removal				sludge dumping 5/2-5/13/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
p60005199851 Total:		4,795.97							
GFL Environmental Service		30,178.60							
Golf Green Lawn Care 14121									
969273	5/23/2022	78.25	0.00	06/10/2022				No	0
100-068-569000 Other Contractual Service				weed control at 3232 court st					
969273 Total:		78.25							
Golf Green Lawn Care Tot		78.25							
Grainger 10235									
*** 814648077	6/6/2022	770.00	0.00	06/10/2022				No	0
231-031-534200 Buildings And Grounds Rep				couplings for exhaust fans in headworks building					
814648077 Total:		770.00							
Grainger Total:		770.00							
Grove, Bendon 14661									
expense-0622	6/6/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview 6/14-6/16/22					
expense-0622 Total:		45.00							
Grove, Bendon Total:		45.00							
Harris Pest Control 10251									
117402	6/2/2022	75.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-068-566600 Pest Control				pest control at 1130 koch st 6/2/22					
117402 Total:		75.00							
117403	6/2/2022	110.00	0.00	06/10/2022				No	0
100-068-566600 Pest Control				pest control at city hall and fire houses 6/2/22					
117403 Total:		110.00							
117405	6/2/2022	60.00	0.00	06/10/2022				No	0
525-525-566600 Pest Control				airport pest control 6/2/22					
117405 Total:		60.00							
Harris Pest Control Total:		245.00							
Heart Technologies Inc									
10258									
10259871	5/25/2022	16,442.30	0.00	06/10/2022				No	0
525-000-150600 Building Improvements				security system down payment					
10259871 Total:		16,442.30							
Heart Technologies Inc Tot		16,442.30							
Heart Technologies, Inc									
12949									
31735495	5/30/2022	5,541.82	0.00	06/10/2022				No	0
100-009-550300 Telephone				phone lease for june 2022					
31735495 Total:		5,541.82							
Heart Technologies, Inc To		5,541.82							
Herr Petroleum Corporation									
12712									
d39214	5/12/2022	27,692.41	0.00	06/10/2022				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				7002 fuel delivered 5/12/22					
d39214 Total:		27,692.41							
Herr Petroleum Corporatio		27,692.41							
Hoerr Construction Inc 10269 122202	5/9/2022	25,873.50	0.00	06/10/2022				No	0
231-000-150800 Sewer Improvements				emergency sewer lining thru brentwood ditch					
122202 Total:		25,873.50							
Hoerr Construction Inc Tot		25,873.50							
Hugh Saxe Enterprises, Inc. 14364 1004421	5/25/2022	125.00	0.00	06/10/2022				No	0
100-068-524000 Lease/rental Of Equipment				culligan renewal 6/1-6/30/22					
1004421 Total:		125.00							
1004459	5/25/2022	32.95	0.00	06/10/2022				No	0
525-525-524000 Lease/rental Of Equipment				water softner 6/1-6/30/22					
1004459 Total:		32.95							
Hugh Saxe Enterprises, Inc		157.95							
Hutchinson, Courtney 10281 *** expense-0522	5/21/2022	398.81	0.00	06/10/2022				No	0
100-761-519000 Training And Education				axon accelerate conference 5/21-5/26/22					
expense-0522 Total:		398.81							
expense-0622	6/14/2022	30.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-761-519000 Training And Education					high risk vehicle stops train the trainer 6/14-6/15/22				
expense-0622 Total:		30.00							
Hutchinson, Courtney Tota		428.81							
i3 Broadband 12074									
2444945-1	6/1/2022	6,691.56	0.00	06/10/2022				No	0
100-009-550300 Telephone					phone and data city wide 6/1-6/30/22				
2444945-1 Total:		6,691.56							
i3 Broadband Total:		6,691.56							
IL American Water 10291									
*** 210000995141	5/18/2022	94.83	0.00	06/10/2022				No	0
100-034-550100 Utilities					3232 court st 4/15-5/13/22				
210000995141 Total:		94.83							
IL American Water Total:		94.83							
IL Dept of Revenue 10298									
1559814224	6/6/2022	1,637.00	0.00	06/10/2022				No	0
525-000-218800 Sales Tax Payable					may 2022 airport fuel sales tax				
1559814224 Total:		1,637.00							
IL Dept of Revenue Total:		1,637.00							
Illini Plumbing, Inc. 12264									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
16592	5/17/2022	106.50	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				repaired mop sink at station 1 5/17/22					
16592 Total:		106.50							
16609	5/19/2022	585.89	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				repair plumbing at city hall mens locker room					
16609 Total:		585.89							
16614	5/19/2022	223.26	0.00	06/10/2022				No	0
100-032-569000 Other Contractual Service				replaced broken test port at street dept					
16614 Total:		223.26							
Illini Plumbing, Inc. Total:		915.65							
IMEG									
14291									
22002592001	5/16/2022	2,057.50	0.00	06/10/2022				No	0
273-273-584009 General Public Improvements				concrete and soil testing at front st 4/1-5/15/22					
22002592001 Total:		2,057.50							
IMEG Total:		2,057.50							
Interstate Billing Service, Inc									
12346									
3027764755	5/17/2022	33.42	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				mounting stud kit for truck 406					
3027764755 Total:		33.42							
3027774164	5/17/2022	10,737.09	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				repairs to truck #406					
3027774164 Total:		10,737.09							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Interstate Billing Service, In		10,770.51							
Irwin,, Norman & Cheryl 11897									
*** 05252022	5/25/2022	268.18	0.00	06/10/2022				No	0
100-068-590300 Real Estate Tax Expense					rebate of taxes per annex agreement				
*** 05252022	5/25/2022	2,868.78	0.00	06/10/2022				No	0
273-273-590300 Real Estate Tax Expense					rebate of taxes per annex agreement				
05252022 Total:		3,136.96							
Irwin,, Norman & Cheryl T		3,136.96							
Johnson, Camden 14358									
expense-0522	5/23/2022	70.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education					fire apparatus engineer class 5/23-5/27/22				
expense-0522 Total:		70.00							
Johnson, Camden Total:		70.00							
Kimball Midwest 11679									
9918129	5/23/2022	54.16	0.00	06/10/2022				No	0
100-032-559000 Medical Expense/supplies					medicine cabinet supplies				
9918129 Total:		54.16							
Kimball Midwest Total:		54.16							
Law Enforcement Seminars LLC 12957									
2023268	5/19/2022	395.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education					background investigations training NT				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2023268 Total:		395.00							
Law Enforcement Seminars		395.00							
LHF Compost, Inc. 11829									
179715	5/20/2022	3,834.80	0.00	06/10/2022				No	0
223-025-566501 Compost Site Expense				yw fee 5/16-5/20/22					
179715 Total:		3,834.80							
179733	5/27/2022	2,916.16	0.00	06/10/2022				No	0
223-025-566501 Compost Site Expense				yw fee 5/23-5/27/22					
179733 Total:		2,916.16							
LHF Compost, Inc. Total:		6,750.96							
Linde Gas & Equipment 10518									
10524203	5/23/2022	169.06	0.00	06/10/2022				No	0
100-034-524000 Lease/rental Of Equipment				rental on oxygen tank 4/20-5/20/22					
10524203 Total:		169.06							
Linde Gas & Equipment To		169.06							
Macqueen Emergency 10230									
p00857	5/24/2022	404.53	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				Engine 2 valves					
p00857 Total:		404.53							
p00858	5/24/2022	425.04	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				L1 seat belts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
p00858 Total:		425.04							
p00873	6/2/2022	2,912.68	0.00	06/10/2022	E2 condenser			No	0
100-034-534000 Automotive Expense									
p00873 Total:		2,912.68							
w01128	5/27/2022	1,437.05	0.00	06/10/2022	repairs to T4 4/21/22			No	0
100-034-534000 Automotive Expense									
w01128 Total:		1,437.05							
Macqueen Emergency Tota		5,179.30							
Martin, Hannah									
14659									
expense 053122	5/31/2022	30.29	0.00	06/10/2022	cake for front st ribbon cutting ceremony			No	0
100-007-522400 General Supplies									
expense 053122 Total:		30.29							
Martin, Hannah Total:		30.29							
Masco Packaging & industrial Supply									
12969									
0147601in	5/26/2022	1,690.80	0.00	06/10/2022	city paper supply 5/26/22			No	0
100-068-522400 General Supplies									
0147601in Total:		1,690.80							
Masco Packaging & industr		1,690.80							
McNeilus Truck & Manufacturing									
10410									
5492818	5/23/2022	3,026.29	0.00	06/10/2022	toter tipper for sw11			No	0
223-023-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
5492818 Total:		3,026.29							
McNeilus Truck & Manufa		3,026.29							
Menards 10414 *** 23646	5/9/2022	849.00	0.00	06/10/2022				No	0
445-041-529000 Equipment				refrigerator for street dept					
*** 23646	5/9/2022	629.00	0.00	06/10/2022				No	0
100-068-529000 Equipment				refrigerator for 1130 koch st unit A					
*** 23646	5/9/2022	729.00	0.00	06/10/2022				No	0
525-525-529000 Equipment				refrigerator at airport					
23646 Total:		2,207.00							
23773	5/11/2022	22.38	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pipe for sewer repair on illinois st					
23773 Total:		22.38							
23812	5/11/2022	7.79	0.00	06/10/2022				No	0
525-525-522400 General Supplies				light bulbs					
23812 Total:		7.79							
24203	5/17/2022	76.15	0.00	06/10/2022				No	0
525-525-522400 General Supplies				wet jet cleaner					
24203 Total:		76.15							
24302	5/19/2022	54.77	0.00	06/10/2022				No	0
231-031-522400 General Supplies				paint cleaner and pail liners					
24302 Total:		54.77							
24324	5/19/2022	67.92	0.00	06/10/2022				No	0
231-031-522400 General Supplies				latex gloves and filters					
24324 Total:		67.92							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
24329	5/19/2022	8.94	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				strainer for paint					
24329 Total:		8.94							
*** 24390	5/20/2022	217.94	0.00	06/10/2022				No	0
100-068-522400 General Supplies				fan/shower curtain for mechanics					
24390 Total:		217.94							
24393	5/20/2022	9.94	0.00	06/10/2022				No	0
525-525-522400 General Supplies				light bulbs					
24393 Total:		9.94							
*** 24401	5/20/2022	99.96	0.00	06/10/2022				No	0
100-032-529000 Equipment				2 rechargeable flashlights					
24401 Total:		99.96							
24516	5/23/2022	352.40	0.00	06/10/2022				No	0
100-034-529000 Equipment				battery charger and tools					
24516 Total:		352.40							
24517	5/23/2022	4.98	0.00	06/10/2022				No	0
100-034-522400 General Supplies				screw driver adapter					
24517 Total:		4.98							
24585	5/24/2022	44.66	0.00	06/10/2022				No	0
100-068-522400 General Supplies				lawn bags and knee cushions					
24585 Total:		44.66							
*** 24726	5/26/2022	119.98	0.00	06/10/2022				No	0
100-034-529000 Equipment				floor fan					
*** 24726	5/26/2022	115.91	0.00	06/10/2022				No	0
100-034-522400 General Supplies				coat rack and pre mix fuel					
24726 Total:		235.89							
24739	5/26/2022	109.99	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
699-069-529000 Equipment				vacuum					
24739 Total:		109.99							
24802	5/27/2022	55.96	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				washers, hex nuts and bolts for sign shop					
24802 Total:		55.96							
24810	5/27/2022	22.97	0.00	06/10/2022				No	0
100-068-522400 General Supplies				hose/anchor					
24810 Total:		22.97							
25031	5/31/2022	40.40	0.00	06/10/2022				No	0
100-034-522400 General Supplies				door mats for street 2 and mulch					
25031 Total:		40.40							
25036	5/31/2022	119.60	0.00	06/10/2022				No	0
501-501-522400 General Supplies				water for employees					
25036 Total:		119.60							
25091	6/1/2022	93.23	0.00	06/10/2022				No	0
100-068-522400 General Supplies				plants for plant island/beautification					
25091 Total:		93.23							
25096	6/1/2022	59.78	0.00	06/10/2022				No	0
100-034-522400 General Supplies				pail and dish soap					
25096 Total:		59.78							
25168	6/2/2022	61.74	0.00	06/10/2022				No	0
231-033-522400 General Supplies				wood stakes, construction screws for catch basin forms					
25168 Total:		61.74							
25193	6/2/2022	71.94	0.00	06/10/2022				No	0
100-032-522400 General Supplies				gas cans for street dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
25193 Total:		71.94							
25245	6/3/2022	2.49	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				tape for sign shop					
25245 Total:		2.49							
Menards Total:		4,048.82							
Missouri Network Alliance 14626									
42686	6/1/2022	2,500.00	0.00	06/10/2022				No	0
100-009-550300 Telephone				fiber optic data for june 2022					
42686 Total:		2,500.00							
Missouri Network Alliance		2,500.00							
Modal Marketing 10427									
inv96066	5/17/2022	6.42	0.00	06/10/2022				No	0
100-032-522400 General Supplies				adapter cap for shop					
inv96066 Total:		6.42							
Modal Marketing Total:		6.42							
Motion Industries Inc 10436									
il6100258943	5/9/2022	194.95	0.00	06/10/2022				No	0
231-031-534400 Equipment Repairs				replacement belts for grit pumps					
il6100258943 Total:		194.95							
Motion Industries Inc Tota		194.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
NAPA Auto Parts of Pekin 10441									
503624	5/25/2022	6.49	0.00	06/10/2022				No	0
231-031-522400 General Supplies				light bulb for trailer					
503624 Total:		6.49							
NAPA Auto Parts of Pekin		6.49							
Pace Analytical Services 10473									
i9513589	5/31/2022	5,948.92	0.00	06/10/2022				No	0
231-031-561300 Testing Fees And Expenses				lab testing for may 2022					
i9513589 Total:		5,948.92							
Pace Analytical Services To		5,948.92							
Parkside Athletics 10470									
06012022	6/1/2022	519.00	0.00	06/10/2022				No	0
695-095-516700 Wellness Program				50% gym memberships for may 2022					
06012022 Total:		519.00							
Parkside Athletics Total:		519.00							
Pekin Park District 10487									
*** 06012022	6/1/2022	98.66	0.00	06/10/2022				No	0
100-068-550100 Utilities				1/2 utilities at riverfront for 5/22					
*** 06012022	6/1/2022	329.23	0.00	06/10/2022				No	0
100-068-550100 Utilities				1/2 labor/maintenance at riverfront for 5/22					
06012022 Total:		427.89							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Pekin Park District Total:	427.89							
Pekin Pride Soccer Club 10932									
06062022	6/6/2022	2,500.00	0.00	06/10/2022				No	0
208-208-597700 Sponsorships				grant for pekind pride soccer tournament					
	06062022 Total:	2,500.00							
	Pekin Pride Soccer Club To	2,500.00							
Pekin Shoe Repair 10490									
6262	5/26/2022	156.00	0.00	06/10/2022				No	0
100-007-554300 Uniforms And Tools				boot allowance for josie esker					
	6262 Total:	156.00							
	Pekin Shoe Repair Total:	156.00							
PepperBall 14662									
0064411	5/31/2022	1,064.95	0.00	06/10/2022				No	0
100-761-519000 Training And Education				pepperball training for bush and rabe					
	0064411 Total:	1,064.95							
	PepperBall Total:	1,064.95							
Peterson, Josh 10502									
expense-0522-1	5/22/2022	25.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				fuel for youth firesetter invervention class 5/21-5/22/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-0522-1 Total:		25.00							
Peterson, Josh Total:		25.00							
Phoenix Properties 11458									
*** 05312022	5/31/2022	5,000.00	0.00	06/10/2022				No	0
261-319-511000 Rehab Activity & Delivery					1410 s 10th st partial disbursement IDIS 568				
*** 05312022	5/31/2022	8,200.00	0.00	06/10/2022				No	0
261-320-511000 Rehab Activity & Delivery					1410 s 10th st partial disbursement IDIS 568				
05312022 Total:		13,200.00							
Phoenix Properties Total:		13,200.00							
Puritan Springs Water 10766									
*** 1386911	5/12/2022	3.95	0.00	06/10/2022				No	0
525-525-569000 Other Contractual Service					fuel charge for water delivery 5/9/22				
1386911 Total:		3.95							
Puritan Springs Water Tota		3.95							
Ragan Communications Inc 10533									
27225	5/16/2022	273.30	0.00	06/10/2022				No	0
525-525-534200 Buildings And Grounds Rep					unicom fix				
27225 Total:		273.30							
27236	5/16/2022	300.00	0.00	06/10/2022				No	0
100-034-555000 Radio Expense					repair paging base				
27236 Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
27299	5/30/2022	763.88	0.00	06/10/2022				No	0
100-034-555000 Radio Expense				monthly smr charges 5/31-6/29/22					
27299 Total:		763.88							
27301	5/30/2022	1,248.65	0.00	06/10/2022				No	0
100-761-555000 Radio Expense				monthly smr charges 5/31-6/29/22					
27301 Total:		1,248.65							
Ragan Communications Inc		2,585.83							
Ray O'Herron Co Inc 10539									
2194855	5/16/2022	378.25	0.00	06/10/2022				No	0
100-761-554300 Tools & Uniforms				uniform, jacket and name tag new officer EM					
2194855 Total:		378.25							
2196489	5/23/2022	750.00	0.00	06/10/2022				No	0
100-761-554300 Tools & Uniforms				uniform/protective vest for new officer EM					
2196489 Total:		750.00							
Ray O'Herron Co Inc Total		1,128.25							
Rendleman, Anthony 10545									
050322	5/3/2022	14.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				PIO awareness public information officer course 5/3/22					
050322 Total:		14.00							
050322-1	5/24/2022	14.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				disaster assistance process 5/24/22					
050322-1 Total:		14.00							
06152022-1	6/15/2022	14.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-519000 Training And Education				debris management course 6/15/22					
06152022-1 Total:		14.00							
expense-0622	6/23/2022	14.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				emergency operations plan development 6/23/22					
expense-0622 Total:		14.00							
Rendleman, Anthony Total		56.00							
Rescued Heart Animal Hospital 11595									
271421	5/24/2022	68.18	0.00	06/10/2022				No	0
100-761-592602 Canine Unit				k9 boarding and flea control					
271421 Total:		68.18							
Rescued Heart Animal Hos		68.18							
Roanoke Concrete Products 10553									
212091	5/12/2022	733.25	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin at 2nd & court					
212091 Total:		733.25							
212525	5/19/2022	1,367.50	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin at capitol and state st					
212525 Total:		1,367.50							
212802	5/24/2022	404.50	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin at n. capitol st					
212802 Total:		404.50							
Roanoke Concrete Product		2,505.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
S & S Builders Hardware Company 12252									
0573340	5/5/2022	876.36	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				1130 koch st unit A/replace closer on door					
0573340 Total:		876.36							
S & S Builders Hardware C		876.36							
SAFEBuilt, LLC 14115									
0086675in	5/31/2022	13,772.00	0.00	06/10/2022				No	0
100-793-560500 Consulting Services				building permits for may 2022					
0086675in Total:		13,772.00							
0086726in	5/31/2022	8,145.00	0.00	06/10/2022				No	0
100-793-560500 Consulting Services				building inspections for may 2022					
0086726in Total:		8,145.00							
SAFEBuilt, LLC Total:		21,917.00							
SCABAS Inc 10570									
117286	5/31/2022	407.88	0.00	06/10/2022				No	0
100-034-534400 Equipment Repairs				SCBA repair					
117286 Total:		407.88							
SCABAS Inc Total:		407.88							
Schwartz Electric 10579									
16694	5/27/2022	4,323.00	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				LED high bay lights at station 3					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
16694 Total:		4,323.00							
16695	5/27/2022	141.50	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				service call 5/13/22 to replace ballast in evidence room					
16695 Total:		141.50							
16696	5/27/2022	3,290.41	0.00	06/10/2022				No	0
100-990-599999 Contingency				julie locates 5/11-5/24/22					
16696 Total:		3,290.41							
16697	5/27/2022	8,950.90	0.00	06/10/2022				No	0
100-032-534400 Equipment Repairs				knocked down streel light/installed at parkway dr					
16697 Total:		8,950.90							
16698	5/27/2022	-3,200.00	0.00	06/10/2022				No	0
100-032-534400 Equipment Repairs				credit for pole on invoice 16697					
16698 Total:		-3,200.00							
Schwartz Electric Total:		13,505.81							
Secretary of State 10583									
06062022	6/6/2022	151.00	0.00	06/10/2022				No	0
100-761-557200 License And Inspection Fees				license plate renewal for squad 51711					
06062022 Total:		151.00							
Secretary of State Total:		151.00							
Sentry Safety Supply, Inc. 10882									
0266259in	5/25/2022	429.39	0.00	06/10/2022				No	0
100-032-554300 Uniforms And Tools				safety t-shirts, vest and rain gear					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0266259in Total:		429.39							
Sentry Safety Supply, Inc.		429.39							
Sherwin Williams 10596									
7692-1	5/19/2022	135.95	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking					strainer and acetone for street painting				
7692-1 Total:		135.95							
8050-1	6/2/2022	249.34	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking					5 gallons of acetone and 5 gallons of striner/street painting				
8050-1 Total:		249.34							
Sherwin Williams Total:		385.29							
SHI International Corp 12297									
b15248941	5/18/2022	6,717.00	0.00	06/10/2022				No	0
100-009-599802 Computer Hardware					3 laptops and docks				
b15248941 Total:		6,717.00							
b15277974	5/24/2022	1,019.00	0.00	06/10/2022				No	0
100-009-599802 Computer Hardware					fire MDT surface				
b15277974 Total:		1,019.00							
b15283304	5/25/2022	532.00	0.00	06/10/2022				No	0
100-009-599802 Computer Hardware					laptop cell chips				
b15283304 Total:		532.00							
SHI International Corp Tot		8,268.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Springbrook Holding Company LLC 14638									
inv009482	6/8/2022	85,146.08	0.00	06/10/2022				No	0
100-009-538000 Maintenance Agreements				springbrook maintenance 8/7/22-8/6/23					
inv009482 Total:		85,146.08							
Springbrook Holding Comp		85,146.08							
Stegers Furniture 11742									
2039861	5/10/2022	848.98	0.00	06/10/2022				No	0
525-525-587100 Office Furniture & Equip				love seat for airport					
2039861 Total:		848.98							
Stegers Furniture Total:		848.98							
Stuber's Heating & Air Conditioning, Ltd. 11089									
0000007819	5/24/2022	375.00	0.00	06/10/2022				No	0
231-031-534200 Buildings And Grounds Rep				troubleshoot air units in ivory tower and trailer					
0000007819 Total:		375.00							
Stuber's Heating & Air Con		375.00							
Taylor Print Impressions 10143									
6758990	5/25/2022	617.55	0.00	06/10/2022				No	0
100-006-551000 Printing And Publications				direct deposit forms					
6758990 Total:		617.55							
Taylor Print Impressions T		617.55							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Tazewell County Recorder 11172									
05252022	5/25/2022	426.60	0.00	06/10/2022				No	0
231-029-593300 Lien Filing Fee				filing of 4 and release of 5 wastewater lien					
05252022 Total:		426.60							
06062022	6/6/2022	379.20	0.00	06/10/2022				No	0
231-029-593300 Lien Filing Fee				filing of 7 and release of 1 wastewater lien					
06062022 Total:		379.20							
Tazewell County Recorder		805.80							
Tazewell Towing 10641									
205954	5/24/2022	50.00	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				tow F250 street vehicle 533					
205954 Total:		50.00							
Tazewell Towing Total:		50.00							
TCI Companies, Inc 10661									
w63474	5/8/2022	335.00	0.00	06/10/2022				No	0
231-030-569000 Other Contractual Service				hydro jet sewer lateral at 515 2nd st 5/8/22					
w63474 Total:		335.00							
TCI Companies, Inc Total:		335.00							
Text-em-all 14453									
69362	5/24/2022	108.00	0.00	06/10/2022				No	0
501-501-569000 Other Contractual Service				texting service for employees 5/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
69362 Total:		108.00							
Text-em-all Total:		108.00							
Third Millennium Associates, Inc.									
11953									
*** 27751	5/18/2022	1,058.13	0.00	06/10/2022				No	0
231-029-569000 Other Contractual Service				may 2022 bill rendering					
*** 27751	5/18/2022	1,058.12	0.00	06/10/2022				No	0
223-023-569000 Other Contractual Service				may 2022 bill rendering					
*** 27751	5/18/2022	58.57	0.00	06/10/2022				No	0
231-029-520400 Postage				may 2022 postage service					
*** 27751	5/18/2022	58.56	0.00	06/10/2022				No	0
223-023-520400 Postage				may 2022 postage service					
27751 Total:		2,233.38							
Third Millennium Associat		2,233.38							
Thomson Reuters									
12771									
846474607	6/1/2022	235.36	0.00	06/10/2022				No	0
100-009-538000 Maintenance Agreements				clear law charges may 2022					
846474607 Total:		235.36							
Thomson Reuters Total:		235.36							
Topless Tree Service									
14332									
1751	5/23/2022	495.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 406 south st 5/19/22					
1751 Total:		495.00							
1753	5/23/2022	3,767.50	0.00	06/10/2022				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				removed tree at 1225 oakridge 5/20/22					
1753 Total:		3,767.50							
1759	5/25/2022	540.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 1404 s 6th 5/24/22					
1759 Total:		540.00							
1764	5/31/2022	2,952.50	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed tree at 600 n 4th 5/26/22					
1764 Total:		2,952.50							
1768	6/3/2022	350.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed limbs at 319 washington 6/1/22					
1768 Total:		350.00							
1769	6/3/2022	945.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 600 n 4th st 6/2/22					
1769 Total:		945.00							
Topless Tree Service Total:		9,050.00							
Tractor Supply Co									
10659									
*** 185379	5/25/2022	44.97	0.00	06/10/2022				No	0
100-032-529000 Equipment				3 shovels for street dept					
*** 185379	5/25/2022	46.98	0.00	06/10/2022				No	0
100-068-522400 General Supplies				2 padlocks					
185379 Total:		91.95							
Tractor Supply Co Total:		91.95							
Tremont Oil Co									
10660									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
235530	5/31/2022	288.57	0.00	06/10/2022				No	0
100-032-522400 General Supplies				kerosene for hot box					
235530 Total:		288.57							
Tremont Oil Co Total:		288.57							
Truck Centers Inc 10664									
f14036825801	5/20/2022	484.83	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				a/c compressor, o-rings, dryer and EVAP probe					
f14036825801 Total:		484.83							
f14036838701	5/23/2022	132.43	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				blower motor for TYMCO swweeper					
f14036838701 Total:		132.43							
f14036864801	5/26/2022	6.29	0.00	06/10/2022				No	0
223-025-534000 Automotive Expense				bolts for engine on yw4					
f14036864801 Total:		6.29							
f14036864802	6/1/2022	12.70	0.00	06/10/2022				No	0
223-025-534000 Automotive Expense				bolts for yw4					
f14036864802 Total:		12.70							
f14036871101	5/27/2022	168.10	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				DPF pressure differential switch					
f14036871101 Total:		168.10							
f14036871102	5/27/2022	2,392.94	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				diesel particulate filter kit for sw14					
f14036871102 Total:		2,392.94							
f14036901701	5/31/2022	25.00	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				fittings and parts for clutch fan					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
f14036901701 Total:		25.00							
f14036901702	6/1/2022	1,091.49	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				clutch fan assembly for sw13					
f14036901702 Total:		1,091.49							
f14036906701	6/1/2022	6.26	0.00	06/10/2022				No	0
223-025-534000 Automotive Expense				air compressor nuts for yw4					
f14036906701 Total:		6.26							
f14036920301	6/1/2022	24.53	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				blend dorr actuator for 480					
f14036920301 Total:		24.53							
Truck Centers Inc Total:		4,344.57							
United Ready Mix Inc 11485									
54452	5/16/2022	1,152.00	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line repair at illinois st and renschaw ct					
54452 Total:		1,152.00							
54519	5/22/2022	780.00	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line					
54519 Total:		780.00							
United Ready Mix Inc Tota		1,932.00							
United States Postal Service 10449									
06062022	6/6/2022	2,000.00	0.00	06/10/2022				No	0
100-990-520400 Postage				adding postage to postage machine					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	06062022 Total:	2,000.00							
	United States Postal Servic	2,000.00							
Unland & Co Inc., James 10671 4550	5/27/2022	1,427.50	0.00	06/10/2022				No	0
695-095-569000 Other Contractual Service				05/22 HR services					
4550 Total:		1,427.50							
4551	5/27/2022	780.00	0.00	06/10/2022				No	0
695-095-516700 Wellness Program				05/22 wellness app					
4551 Total:		780.00							
Unland & Co Inc., James T		2,207.50							
VCNA Prairie LLC 14635 890496269	5/18/2022	846.66	0.00	06/10/2022				No	0
240-240-535000 Material And Hauling				washed chips for street repairs					
890496269 Total:		846.66							
VCNA Prairie LLC Total:		846.66							
Verizon 14122 9907238623	5/23/2022	2,123.28	0.00	06/10/2022				No	0
100-009-550300 Telephone				police dept data 4/24-5/23/22					
9907238623 Total:		2,123.28							
9907238625	5/23/2022	694.36	0.00	06/10/2022				No	0
100-009-550300 Telephone				police dept data 4/24-5/23/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9907238625 Total:	694.36							
	Verizon Total:	2,817.64							
Verizon Connect Nwf, Inc 12701 306000031001	6/1/2022	1,269.77	0.00	06/10/2022				No	0
100-009-529500 AVL Equipment				AVL for city vehicles june 2022					
	306000031001 Total:	1,269.77							
	Verizon Connect Nwf, Inc	1,269.77							
Vicary, Cody 14597 expense-0622	6/14/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview & interrogation 6/14-6/16/22					
	expense-0622 Total:	45.00							
	Vicary, Cody Total:	45.00							
Visa (business) 11433 *** 5164-0522	5/25/2022	36.09	0.00	06/10/2022				No	0
100-761-592700 Shooting Range				protective glasses/ear protection for range					
*** 5164-0522	5/25/2022	37.20	0.00	06/10/2022				No	0
100-761-519000 Training And Education				fuel/supervising FTO process training					
*** 5164-0522	5/25/2022	145.00	0.00	06/10/2022				No	0
100-766-519000 Training And Education				asbestos inspector training for ML					
*** 5164-0522	5/25/2022	83.24	0.00	06/10/2022				No	0
100-761-519000 Training And Education				fuel for supervising FTO and illinois chiefs conference					
*** 5164-0522	5/25/2022	436.69	0.00	06/10/2022				No	0
100-761-592700 Shooting Range				cone adapter kit/trainee kit range					
*** 5164-0522	5/25/2022	763.41	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-761-592604 Emergency Services Team *** 5164-0522	5/25/2022	108.07	0.00	06/10/2022	CIERT simunition			No	0
100-763-522400 General Supplies *** 5164-0522	5/25/2022	40.00	0.00	06/10/2022	writing tablets and usb drive			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	30.54	0.00	06/10/2022	fuel/axon training			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	80.99	0.00	06/10/2022	lunches/axon training			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	892.20	0.00	06/10/2022	pre flight parking voucher 6/7 and 6/10/22			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	10.75	0.00	06/10/2022	flight training/bush			No	0
100-761-551600 Dues And Subscriptions *** 5164-0522	5/25/2022	40.00	0.00	06/10/2022	SNAGIT computer program			No	0
100-761-551600 Dues And Subscriptions *** 5164-0522	5/25/2022	-25.69	0.00	06/10/2022	ITDA dues for RJ			No	0
100-761-592700 Shooting Range					credit on tax taken				
5164-0522 Total:		2,678.49							
*** 6031-0522	5/25/2022	1,400.00	0.00	06/10/2022				No	0
100-001-551600 Dues And Subscriptions *** 6031-0522	5/25/2022	100.79	0.00	06/10/2022	ICMA dues renewal			No	0
699-069-529000 Equipment *** 6031-0522	5/25/2022	136.77	0.00	06/10/2022	tank fill hose for 134a a/c machine			No	0
100-005-597900 Employee Recognition *** 6031-0522	5/25/2022	53.00	0.00	06/10/2022	employee recognition clerks week			No	0
100-001-519000 Training And Education					hr management book				
6031-0522 Total:		1,690.56							
*** 9604-0522	5/25/2022	720.69	0.00	06/10/2022				No	0
525-525-587100 Office Furniture & Equip *** 9604-0522	5/25/2022	523.00	0.00	06/10/2022	table for airport			No	0
100-005-551000 Printing And Publications *** 9604-0522	5/25/2022	65.20	0.00	06/10/2022	payroll coordinator job ads			No	0
231-030-520400 Postage *** 9604-0522	5/25/2022	250.00	0.00	06/10/2022	postage to send camera to CUES for repair			No	0
100-005-597900 Employee Recognition *** 9604-0522	5/25/2022	212.46	0.00	06/10/2022	employee engagement & leadership classes			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-005-597900 Employee Recognition *** 9604-0522	5/25/2022	213.53	0.00	06/10/2022	school bus year end recogition			No	0
100-005-520200 Office Supplies *** 9604-0522	5/25/2022	156.00	0.00	06/10/2022	new employee folders			No	0
100-005-551600 Dues And Subscriptions					IPMA-NATL membership for sn				
9604-0522 Total:		2,140.88							
Visa (business) Total:		6,509.93							
Waste Management 12524 000023520703	5/16/2022	3,052.18	0.00	06/10/2022	sludge removal 4/29-5/3/22			No	0
231-031-536400 Sludge Removal									
000023520703 Total:		3,052.18							
Waste Management Total:		3,052.18							
Waukesha County Technical College 14625 s0771495	5/26/2022	450.00	0.00	06/10/2022	property & evidence mgmt training/shipman 4/25-27/2022			No	0
100-761-519000 Training And Education									
s0771495 Total:		450.00							
Waukesha County Technica		450.00							
Weyland, Austing 14663 expense-0622	6/14/2022	45.00	0.00	06/10/2022	criminal interview & interrogation 6/14-6/16/22			No	0
100-761-519000 Training And Education									
expense-0622 Total:		45.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Weyland, Austing Total:	45.00							
Will Harms Co 10706									
37179	5/20/2022	66.96	0.00	06/10/2022				No	0
100-006-520200 Office Supplies				manilla file folders					
37179 Total:		66.96							
*** 37180	5/20/2022	11.74	0.00	06/10/2022				No	0
231-029-520200 Office Supplies				post it notes and keyboard wrist rest					
*** 37180	5/20/2022	11.73	0.00	06/10/2022				No	0
223-023-520200 Office Supplies				post it notes and keyboard wrist rest					
37180 Total:		23.47							
37187	5/23/2022	21.29	0.00	06/10/2022				No	0
100-034-520200 Office Supplies				manilla file folders					
37187 Total:		21.29							
Will Harms Co Total:		111.72							
Wrhel, Lee Ann 12351									
*** expense-0522	5/27/2022	36.35	0.00	06/10/2022				No	0
100-005-597900 Employee Recognition				retirement cack for GB reimbursement					
expense-0522 Total:		36.35							
Wrhel, Lee Ann Total:		36.35							
YWCA of Pekin 10724									
dnichols	6/3/2022	270.00	0.00	06/10/2022				No	0
695-095-516700 Wellness Program				06/2022 50% gym membership					

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

dnichols Total:	270.00
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YWCA of Pekin Total:	270.00
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Report Total:	683,866.68
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Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 06/09/2022 - 10:30AM
 Batch: 00005.06.2022 - missy1 6-10-22



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						
Advance Auto Parts 12965									
5892	5/18/2022	47.19	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				exhaust pipe for #553					
5892 Total:		47.19							
5987	5/20/2022	160.99	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				alternater for truck 420					
5987 Total:		160.99							
6054	5/24/2022	177.55	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				starter for truck 553					
6054 Total:		177.55							
6104	5/26/2022	142.59	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				alternator for truck 553					
6104 Total:		142.59							
6115	5/26/2022	12.45	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				headlight for sw7					
6115 Total:		12.45							
6125	5/27/2022	12.45	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				headlight for sw7 stock					
6125 Total:		12.45							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Advance Auto Parts Total:	553.22							
AirNav, LLC 11454 2021034	4/27/2022	50.00	0.00	06/10/2022				No	0
525-525-551600 Dues And Subscriptions				fuel listing 4/8/22-4/9/23					
	2021034 Total:	50.00							
	AirNav, LLC Total:	50.00							
All Purpose Polygraph 12588 1478	5/24/2022	300.00	0.00	06/10/2022				No	0
100-990-590900 Police And Fire Commission				FD-pre employment polygraphs/NS and TD					
	1478 Total:	300.00							
	All Purpose Polygraph Tot	300.00							
All Small Engine N More LLC 13945 3175	5/16/2022	98.00	0.00	06/10/2022				No	0
100-032-557200 License And Inspection Fees				state inspection on trucks 414 and 464					
	3175 Total:	98.00							
	All Small Engine N More L	98.00							
Allegra Print & Imaging 10016 66058	6/1/2022	26.00	0.00	06/10/2022				No	0
100-007-522400 General Supplies				derek wolfe business cards					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
66058 Total:		26.00							
*** 66094	6/1/2022	76.00	0.00	06/10/2022				No	0
100-761-551000 Printing And Publications				business cards for BW and RS					
*** 66094	6/1/2022	76.00	0.00	06/10/2022				No	0
100-766-551000 Printing And Publications				business cards for ML and PB					
66094 Total:		152.00							
Allegra Print & Imaging To		178.00							
Altorfer Inc 10019 m7654201	5/24/2022	5,966.00	0.00	06/10/2022				No	0
100-032-529000 Equipment				hammer for mini excavator					
m7654201 Total:		5,966.00							
pc020703859	5/10/2022	68.60	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				hose for backhoe					
pc020703859 Total:		68.60							
pc020703860	5/10/2022	16.85	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				coupling for backhoe					
pc020703860 Total:		16.85							
w0020111777	5/19/2022	1,089.36	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				preventive maintenance mini excavator					
w0020111777 Total:		1,089.36							
Altorfer Inc Total:		7,140.81							
Amazon Capital Services 10020 171Y66YDVDRQ	6/1/2022	523.63	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-009-529000 Equipment				label making machine					
171Y66YDVDRQ Total:		523.63							
1CTF4DDR33MP	6/1/2022	-9.95	0.00	06/10/2022				No	0
501-501-522400 General Supplies				refund for phone case not delivered					
1CTF4DDR33MP Total:		-9.95							
1D9JV4PLYLHT	6/1/2022	449.99	0.00	06/10/2022				No	0
100-009-522400 General Supplies				phone protectors and P;A equipment					
1D9JV4PLYLHT Total:		449.99							
1DWT1P3LPYWQ	6/1/2022	201.39	0.00	06/10/2022				No	0
100-068-522400 General Supplies				2 hvac filters					
1DWT1P3LPYWQ Total:		201.39							
1LYYF3GQXRCC	6/1/2022	160.84	0.00	06/10/2022				No	0
100-068-522400 General Supplies				toilet cleaner, liquid soap/cleaning supplies					
1LYYF3GQXRCC Total:		160.84							
1R7YFM9PR77M	6/1/2022	108.97	0.00	06/10/2022				No	0
501-501-522400 General Supplies				cups and batteries for office					
1R7YFM9PR77M Total:		108.97							
1RCK36HMQMC	6/1/2022	341.31	0.00	06/10/2022				No	0
100-764-520200 Office Supplies				post its, dust off, staples/office supplies					
1RCK36HMQMC Total:		341.31							
*** 1VGJVQ7PYC	6/1/2022	61.20	0.00	06/10/2022				No	0
100-068-520200 Office Supplies				binder clips, toner					
*** 1VGJVQ7PYC	6/1/2022	362.64	0.00	06/10/2022				No	0
100-068-522400 General Supplies				plungers and trash bags					
1VGJVQ7PYCWL Total:		423.84							
*** 1VKD3G1L14I	6/1/2022	173.50	0.00	06/10/2022				No	0
699-069-529000 Equipment				replacement hose/chrome kit					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
*** 1VKD3G1L14I	6/1/2022	137.94	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				bap fans for sw					
1VKD3G1L14D7 Total:		311.44							
1XXNC14M1NKP	6/1/2022	68.92	0.00	06/10/2022				No	0
100-009-599802 Computer Hardware				modem for airport fuel system					
1XXNC14M1NKP Total:		68.92							
*** 1YNCMDH9X1	6/1/2022	563.89	0.00	06/10/2022				No	0
100-761-520200 Office Supplies				printer cartridges for zebra printer (2)/office supplies					
*** 1YNCMDH9X1	6/1/2022	23.17	0.00	06/10/2022				No	0
100-763-520200 Office Supplies				otterboxand dry erase markers					
1YNCMDH9X1WD Total		587.06							
1YNCMDH9XF9F	6/1/2022	21.98	0.00	06/10/2022				No	0
100-761-592604 Emergency Services Team				cleaning supplies					
1YNCMDH9XF9F Total:		21.98							
Amazon Capital Services T		3,189.42							
Amerencilco 10021									
*** 0931067015	5/19/2022	27.23	0.00	06/10/2022				No	0
100-068-550100 Utilities				324 court st 4/18-5/17/22					
0931067015 Total:		27.23							
*** 0963065243	6/1/2022	1,258.25	0.00	06/10/2022				No	0
100-068-550100 Utilities				various public properties 4/5-5/5/22					
*** 0963065243	6/1/2022	63.38	0.00	06/10/2022				No	0
100-068-550100 Utilities				1411 elgrove tower 4/27-5/26/22					
*** 0963065243	6/1/2022	359.42	0.00	06/10/2022				No	0
501-501-550100 Utilities				1130 koch unit b/electric bus 4/14-5/14/22					
*** 0963065243	6/1/2022	42.87	0.00	06/10/2022				No	0
223-026-550100 Utilities				201 s 2nd 4/5-5/5/22					
*** 0963065243	6/1/2022	936.64	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
100-034-550100 Utilities *** 0963065243	6/1/2022	119.77	0.00	06/10/2022	various fire dept locations 4/18-5/17/22			No	0
100-032-550100 Utilities *** 0963065243	6/1/2022	540.88	0.00	06/10/2022	various street dept locations 4/18-5/17/22			No	0
525-525-550100 Utilities *** 0963065243	6/1/2022	67.65	0.00	06/10/2022	various airport locations 4/4-5/4/22			No	0
231-031-550100 Utilities				606 s front st 5/26/22					
0963065243 Total:		3,388.86							
*** 1720124012	5/20/2022	25.36	0.00	06/10/2022				No	0
100-034-550100 Utilities *** 1720124012	5/26/2022	28.75	0.00	06/10/2022	3224 court st shed 4/28-5/18/22			No	0
100-034-550100 Utilities				3224 court st shed 4/28-5/18/22					
1720124012 Total:		54.11							
*** 2434114066	5/18/2022	1,989.49	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights					street lights/customer owned 4/18-5/17/22				
2434114066 Total:		1,989.49							
*** 3955025012	5/24/2022	29.63	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights					street lights/1703 remington rd 4/21-5/22/22				
3955025012 Total:		29.63							
*** 4984141001	5/20/2022	31.34	0.00	06/10/2022				No	0
240-240-550600 Electricity For Signal Lights					traffic signal court and entrance 4/19-5/18/22				
4984141001 Total:		31.34							
*** 8695491773	5/18/2022	6,171.38	0.00	06/10/2022				No	0
240-240-550500 Electricity For Street Lights					street lights 4/18-5/17/22				
8695491773 Total:		6,171.38							
Amerencilco Total:		11,692.04							

Arrow Energy
14369

AP-To Be Paid Proof List (06/09/2022 - 10:30 AM)

*** means this invoice number is a duplicate.

Page 6

Attachment: To Be Paid Proof List 6-10-22 (3121 : Accounts Payable To Be Paid Proof List thru June 10,

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
136622	5/26/2022	45,118.80	0.00	06/10/2022				No	0
525-000-160100 Fuel Inventory				load of jet fuel 100LL 5/25/22					
136622 Total:		45,118.80							
Arrow Energy Total:		45,118.80							
Atlas Supply Company									
10038									
29141	5/24/2022	208.70	0.00	06/10/2022				No	0
501-501-522400 General Supplies				wipes for employees					
29141 Total:		208.70							
Atlas Supply Company To		208.70							
Aupperle & Sons, Inc.									
11849									
*** 21270	5/18/2022	8,775.00	0.00	06/10/2022	park-lot4	contr		No	0
277-277-584009 General Public Improvements				fy23 capital plan pipe bollards					
*** 21270	5/18/2022	145,939.00	0.00	06/10/2022	park-lot4	contr		No	0
277-277-584009 General Public Improvements				station 1 lot					
*** 21270	5/18/2022	5,840.00	0.00	06/10/2022	park-lot4	contr		No	0
277-277-584009 General Public Improvements				fy23 capital plan down spouts					
21270 Total:		160,554.00							
Aupperle & Sons, Inc. Tota		160,554.00							
Azavar Audit									
14491									
155797	5/24/2022	202.91	0.00	06/10/2022				No	0
100-990-569000 Other Contractual Service				35% of rescued heart tax revenue 8/21-2/22					
155797 Total:		202.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Azavar Audit Total:	202.91							
Batteries Plus - 278 10898									
p52025021	6/2/2022	367.70	0.00	06/10/2022				No	0
100-766-554300	Uniforms And Tools				3 flashlights and one work light for CE				
	p52025021 Total:	367.70							
	Batteries Plus - 278 Total:	367.70							
Behrlawn Mowing & Yard Work 14496									
2589	5/3/2022	620.00	0.00	06/10/2022				No	0
100-068-534200	Buildings And Grounds Rep				district 6 mowing for 05/22 liftstations				
	2589 Total:	620.00							
	Behrlawn Mowing & Yard	620.00							
Benson, Eric 11148									
expense-0622	6/5/2022	427.00	0.00	06/10/2022				No	0
100-034-519000	Training And Education				background investigations 6/5-6/8/22				
	expense-0622 Total:	427.00							
	Benson, Eric Total:	427.00							
Big Rays Express 14503									
22989	5/20/2022	58.45	0.00	06/10/2022				No	0
100-761-534000	Automotive Expense				oil change in squad 5179				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
22989 Total:		58.45							
23079	5/24/2022	58.45	0.00	06/10/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5164					
23079 Total:		58.45							
23260	5/31/2022	57.33	0.00	06/10/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5131					
23260 Total:		57.33							
23263	5/31/2022	53.95	0.00	06/10/2022				No	0
100-761-534000 Automotive Expense				oil change in squad 5106					
23263 Total:		53.95							
Big Rays Express Total:		228.18							
Boyer, Caleb 14574 expense-0622	6/14/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview 6/14-6/16/22					
expense-0622 Total:		45.00							
Boyer, Caleb Total:		45.00							
Busy Bee's Lawn & Landscaping 14652 cop02	5/25/2022	4,800.00	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				district 4 mowing 05/22					
cop02 Total:		4,800.00							
Busy Bee's Lawn & Landsc		4,800.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Casey Transportation Services, Inc 13206									
20226682	5/21/2022	1,608.09	0.00	06/10/2022				No	0
100-032-535000 Material And Hauling				haul spray patching rock for street repair					
20226682 Total:		1,608.09							
Casey Transportation Serv		1,608.09							
Cat Financial Services 10104									
*** 00170055802	6/6/2022	1,212.40	0.00	06/10/2022				No	0
445-041-524000 Lease/Rental of Equipment				june 2022 principal for backhoe loader					
*** 00170055802	6/6/2022	293.33	0.00	06/10/2022				No	0
445-041-590400 Interest Paid				june 2022 interest for backhoe loader					
00170055802 Total:		1,505.73							
*** 32416186	6/3/2022	1,349.33	0.00	06/10/2022				No	0
445-041-524000 Lease/Rental of Equipment				june 2022 wheel loader principal					
*** 32416186	6/3/2022	323.84	0.00	06/10/2022				No	0
445-041-590400 Interest Paid				june 2022 wheel loader interest					
32416186 Total:		1,673.17							
Cat Financial Services Tota		3,178.90							
Centre State International Trucks, Inc. 10109									
01p73537	5/31/2022	109.94	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				blower motor for sw7					
01p73537 Total:		109.94							
Centre State International T		109.94							

CenturyLink

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10111									
*** 304027612	5/13/2022	72.15	0.00	06/10/2022				No	0
100-009-550300 Telephone				fire pager radio line 4/13-5/12/22					
304027612 Total:		72.15							
*** 304062244	5/25/2022	49.43	0.00	06/10/2022				No	0
100-009-550300 Telephone				phone line for fire dept 5/25-6/24/22					
304062244 Total:		49.43							
CenturyLink Total:		121.58							
CINTAS Corporation									
10115									
4119919434	5/19/2022	181.76	0.00	06/10/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 5/19/22					
4119919434 Total:		181.76							
4120614052	5/26/2022	164.19	0.00	06/10/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 5/26/22					
4120614052 Total:		164.19							
4121213401	6/2/2022	164.19	0.00	06/10/2022				No	0
699-069-569000 Other Contractual Service				clean uniforms 6/2/22					
4121213401 Total:		164.19							
CINTAS Corporation Tota		510.14							
City Solutions Consulting LLC									
14124									
*** 88	6/6/2022	160.00	0.00	06/10/2022				No	0
270-270-560500 Consulting Services				consulting fees 5/25-6/6/22					
*** 88	6/6/2022	160.00	0.00	06/10/2022				No	0
273-273-560500 Consulting Services				consulting fees 5/25-6/6/22					
*** 88	6/6/2022	160.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
275-275-560500 Consulting Services *** 88	6/6/2022	1,600.00	0.00	06/10/2022	consulting fees 5/25-6/6/22			No	0
277-277-560500 Consulting Services *** 88	6/6/2022	1,280.00	0.00	06/10/2022	consulting fees 5/25-6/6/22			No	0
208-208-560500 Consulting Services					consulting fees 5/25-6/6/22				
88 Total:		3,360.00							
City Solutions Consulting L		3,360.00							
Cloudpoint Geographics Inc. 11838 inv3138	5/30/2022	7,450.00	0.00	06/10/2022				No	0
100-007-569000 Other Contractual Service					GIS services for may 2022				
inv3138 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							
Comcast Cable 11073 *** 203130447667	5/4/2022	197.85	0.00	06/10/2022				No	0
100-032-569000 Other Contractual Service					2820 court st camera 5/11-6/10/22				
203130447667 Total:		197.85							
*** 203200090660	5/19/2022	307.55	0.00	06/10/2022				No	0
525-525-550300 Telephone					13906 airport ln/phone and internet 5/23-6/22/22				
203200090660 Total:		307.55							
Comcast Cable Total:		505.40							
Cook and Son Autobody 11398 739340b2	6/6/2022	5,708.14	0.00	06/10/2022				No	0
695-093-518133 Claims Paid / Police Prot					repairs to squad 5208				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
739340b2 Total:		5,708.14							
852dd298	6/6/2022	1,251.75	0.00	06/10/2022				No	0
695-093-518133 Claims Paid / Police Prot				repairs to squad 5201					
852dd298 Total:		1,251.75							
b603e009	6/6/2022	653.35	0.00	06/10/2022				No	0
695-093-518133 Claims Paid / Police Prot				repairs to squad 5205					
b603e009 Total:		653.35							
Cook and Son Autobody T		7,613.24							
Cops Inc. Security Solutions 11707									
28052	5/13/2022	250.00	0.00	06/10/2022				No	0
100-068-534400 Equipment Repairs				lock reset at city hall 5/13/22					
28052 Total:		250.00							
Cops Inc. Security Solution		250.00							
Core & Main 10255									
q828333	5/12/2022	1,943.18	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				reducer and pvc pipe for sanitary line repair					
q828333 Total:		1,943.18							
q894473	5/23/2022	1,670.16	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				curb inlet and cover					
q894473 Total:		1,670.16							
q933564	5/26/2022	1,785.06	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pvc sewer pipe for sanitary sewer repair					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	q933564 Total:	1,785.06							
	Core & Main Total:	5,398.40							
Curtis, Christopher 14657 06032022	6/3/2022	155.00	0.00	06/10/2022				No	0
100-760-460200 Municipal Ordinance Violations				refund due to change of violation c5442000848					
	06032022 Total:	155.00							
	Curtis, Christopher Total:	155.00							
David Burling Excavating Inc 10091 46978	5/27/2022	525.00	0.00	06/10/2022				No	0
231-030-569000 Other Contractual Service				repair sewer at 241 sunnyridge/IAWCO damaged 5/25/22					
	46978 Total:	525.00							
	David Burling Excavating In	525.00							
Decision Optimization Technology 14658 16	5/9/2022	8,000.00	0.00	06/10/2022				No	0
100-007-538000 Maintenance Agreements				road maintenance decision program-DOT 5/1/22-4/30/23					
	16 Total:	8,000.00							
	Decision Optimization Tec	8,000.00							
DH Pace Company 14656 svc728/312	5/9/2022	567.50	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
525-525-534200 Buildings And Grounds Rep				hangar A door service call 5/4/22					
svc728/312 Total:		567.50							
DH Pace Company Total:		567.50							
Eaton, Joshua 14660									
expense-0622	6/14/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview 6/14-6/16/22					
expense-0622 Total:		45.00							
expense-0622-1	6/3/2022	30.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				AR15 operator course 6/3-6/4/22					
expense-0622-1 Total:		30.00							
Eaton, Joshua Total:		75.00							
Environmental Systems Research Inst. 11049									
94222494	3/27/2022	42,500.00	0.00	06/10/2022				No	0
100-009-538000 Maintenance Agreements				ESRI software for GIS 5/15/22-5/14/23					
94222494 Total:		42,500.00							
Environmental Systems Re		42,500.00							
Fales, Colton 14355									
expense-0522	5/23/2022	70.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				fire apparatus engineer class 5/23-5/27/22					
expense-0522 Total:		70.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Fales, Colton Total:	70.00							
Fastenal Company 10181									
ilpek169401	5/17/2022	16.60	0.00	06/10/2022				No	0
699-069-534000 Automotive Expense				bolts for bolt bin/stock					
	ilpek169401 Total:	16.60							
	Fastenal Company Total:	16.60							
Fidelity Security Life Insurance Co 13930									
165263544	5/1/2022	2,146.54	0.00	06/10/2022				No	0
695-095-517506 Vision Coverage				05/22 vision insurance					
	165263544 Total:	2,146.54							
165304448	6/1/2022	2,095.18	0.00	06/10/2022				No	0
695-095-517506 Vision Coverage				06/22 vision insurance					
	165304448 Total:	2,095.18							
	Fidelity Security Life Insur	4,241.72							
Firestone Tire & Service 10191									
239215	5/20/2022	109.34	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				tire for fire #5					
	239215 Total:	109.34							
	Firestone Tire & Service To	109.34							

Five Star Water

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
12219									
*** 106351	5/5/2022	26.90	0.00	06/10/2022				No	0
231-031-569000 Other Contractual Service				drinking water 5/3/22					
106351 Total:		26.90							
Five Star Water Total:		26.90							
Gallery Ford Pekin									
10683									
1355	5/16/2022	56.98	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				shift solenoid for rescue #2					
1355 Total:		56.98							
Gallery Ford Pekin Total:		56.98							
Gem City Tire									
12935									
*** 35535	5/18/2022	1,847.64	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				4 tires for solid waste stock					
*** 35535	5/18/2022	661.40	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				2 tires for #479/new vactor truck					
35535 Total:		2,509.04							
Gem City Tire Total:		2,509.04							
GFL Environmental Services USA, Inc.									
14249									
p60005199837	5/15/2022	25,382.63	0.00	06/10/2022				No	0
223-023-566500 Landfill Expense				landfill fee 5/2-5/13/22					
p60005199837 Total:		25,382.63							
p60005199851	5/15/2022	4,795.97	0.00	06/10/2022				No	0
231-031-536400 Sludge Removal				sludge dumping 5/2-5/13/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	p60005199851 Total:	4,795.97							
	GFL Environmental Service	30,178.60							
Golf Green Lawn Care 14121									
969273	5/23/2022	78.25	0.00	06/10/2022				No	0
100-068-569000 Other Contractual Service				weed control at 3232 court st					
	969273 Total:	78.25							
	Golf Green Lawn Care Tot	78.25							
Grainger 10235									
*** 814648077	6/6/2022	770.00	0.00	06/10/2022				No	0
231-031-534200 Buildings And Grounds Rep				couplings for exhaust fans in headworks building					
	814648077 Total:	770.00							
	Grainger Total:	770.00							
Grove, Bendon 14661									
expense-0622	6/6/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview 6/14-6/16/22					
	expense-0622 Total:	45.00							
	Grove, Bendon Total:	45.00							
Harris Pest Control 10251									
117402	6/2/2022	75.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-068-566600 Pest Control				pest control at 1130 koch st 6/2/22					
117402 Total:		75.00							
117403	6/2/2022	110.00	0.00	06/10/2022				No	0
100-068-566600 Pest Control				pest control at city hall and fire houses 6/2/22					
117403 Total:		110.00							
117405	6/2/2022	60.00	0.00	06/10/2022				No	0
525-525-566600 Pest Control				airport pest control 6/2/22					
117405 Total:		60.00							
Harris Pest Control Total:		245.00							
Heart Technologies Inc									
10258									
10259871	5/25/2022	16,442.30	0.00	06/10/2022				No	0
525-000-150600 Building Improvements				security system down payment					
10259871 Total:		16,442.30							
Heart Technologies Inc Tot		16,442.30							
Heart Technologies, Inc									
12949									
31735495	5/30/2022	5,541.82	0.00	06/10/2022				No	0
100-009-550300 Telephone				phone lease for june 2022					
31735495 Total:		5,541.82							
Heart Technologies, Inc To		5,541.82							
Herr Petroleum Corporation									
12712									
d39214	5/12/2022	27,692.41	0.00	06/10/2022				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					7002 fuel delivered 5/12/22				
d39214 Total:		27,692.41							
Herr Petroleum Corporatio		27,692.41							
Hoerr Construction Inc 10269 122202	5/9/2022	25,873.50	0.00	06/10/2022				No	0
231-000-150800 Sewer Improvements					emergency sewer lining thru brentwood ditch				
122202 Total:		25,873.50							
Hoerr Construction Inc Tot		25,873.50							
Hugh Saxe Enterprises, Inc. 14364 1004421	5/25/2022	125.00	0.00	06/10/2022				No	0
100-068-524000 Lease/rental Of Equipment					culligan renewal 6/1-6/30/22				
1004421 Total:		125.00							
1004459	5/25/2022	32.95	0.00	06/10/2022				No	0
525-525-524000 Lease/rental Of Equipment					water softner 6/1-6/30/22				
1004459 Total:		32.95							
Hugh Saxe Enterprises, Inc		157.95							
Hutchinson, Courtney 10281 *** expense-0522	5/21/2022	398.81	0.00	06/10/2022				No	0
100-761-519000 Training And Education					axon accelerate conference 5/21-5/26/22				
expense-0522 Total:		398.81							
expense-0622	6/14/2022	30.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-761-519000 Training And Education					high risk vehicle stops train the trainer 6/14-6/15/22				
expense-0622 Total:		30.00							
Hutchinson, Courtney Tota		428.81							
i3 Broadband 12074 2444945-1	6/1/2022	6,691.56	0.00	06/10/2022				No	0
100-009-550300 Telephone					phone and data city wide 6/1-6/30/22				
2444945-1 Total:		6,691.56							
i3 Broadband Total:		6,691.56							
IL American Water 10291 *** 210000995141	5/18/2022	94.83	0.00	06/10/2022				No	0
100-034-550100 Utilities					3232 court st 4/15-5/13/22				
210000995141 Total:		94.83							
IL American Water Total:		94.83							
IL Dept of Revenue 10298 1559814224	6/6/2022	1,637.00	0.00	06/10/2022				No	0
525-000-218800 Sales Tax Payable					may 2022 airport fuel sales tax				
1559814224 Total:		1,637.00							
IL Dept of Revenue Total:		1,637.00							
Illini Plumbing, Inc. 12264									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
16592	5/17/2022	106.50	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				repaired mop sink at station 1 5/17/22					
16592 Total:		106.50							
16609	5/19/2022	585.89	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				repair plumbing at city hall mens locker room					
16609 Total:		585.89							
16614	5/19/2022	223.26	0.00	06/10/2022				No	0
100-032-569000 Other Contractual Service				replaced broken test port at street dept					
16614 Total:		223.26							
Illini Plumbing, Inc. Total:		915.65							
IMEG									
14291									
22002592001	5/16/2022	2,057.50	0.00	06/10/2022				No	0
273-273-584009 General Public Improvements				concrete and soil testing at front st 4/1-5/15/22					
22002592001 Total:		2,057.50							
IMEG Total:		2,057.50							
Interstate Billing Service, Inc									
12346									
3027764755	5/17/2022	33.42	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				mounting stud kit for truck 406					
3027764755 Total:		33.42							
3027774164	5/17/2022	10,737.09	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				repairs to truck #406					
3027774164 Total:		10,737.09							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Interstate Billing Service, In		10,770.51							
Irwin,, Norman & Cheryl 11897									
*** 05252022	5/25/2022	268.18	0.00	06/10/2022				No	0
100-068-590300 Real Estate Tax Expense					rebate of taxes per annex agreement				
*** 05252022	5/25/2022	2,868.78	0.00	06/10/2022				No	0
273-273-590300 Real Estate Tax Expense					rebate of taxes per annex agreement				
05252022 Total:		3,136.96							
Irwin,, Norman & Cheryl T		3,136.96							
Johnson, Camden 14358									
expense-0522	5/23/2022	70.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education					fire apparatus engineer class 5/23-5/27/22				
expense-0522 Total:		70.00							
Johnson, Camden Total:		70.00							
Kimball Midwest 11679									
9918129	5/23/2022	54.16	0.00	06/10/2022				No	0
100-032-559000 Medical Expense/supplies					medicine cabinet supplies				
9918129 Total:		54.16							
Kimball Midwest Total:		54.16							
Law Enforcement Seminars LLC 12957									
2023268	5/19/2022	395.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education					background investigations training NT				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
2023268 Total:		395.00							
Law Enforcement Seminars		395.00							
LHF Compost, Inc. 11829									
179715	5/20/2022	3,834.80	0.00	06/10/2022				No	0
223-025-566501 Compost Site Expense				yw fee 5/16-5/20/22					
179715 Total:		3,834.80							
179733	5/27/2022	2,916.16	0.00	06/10/2022				No	0
223-025-566501 Compost Site Expense				yw fee 5/23-5/27/22					
179733 Total:		2,916.16							
LHF Compost, Inc. Total:		6,750.96							
Linde Gas & Equipment 10518									
10524203	5/23/2022	169.06	0.00	06/10/2022				No	0
100-034-524000 Lease/rental Of Equipment				rental on oxygen tank 4/20-5/20/22					
10524203 Total:		169.06							
Linde Gas & Equipment To		169.06							
Macqueen Emergency 10230									
p00857	5/24/2022	404.53	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				Engine 2 valves					
p00857 Total:		404.53							
p00858	5/24/2022	425.04	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				L1 seat belts					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
p00858 Total:		425.04							
p00873	6/2/2022	2,912.68	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				E2 condenser					
p00873 Total:		2,912.68							
w01128	5/27/2022	1,437.05	0.00	06/10/2022				No	0
100-034-534000 Automotive Expense				repairs to T4 4/21/22					
w01128 Total:		1,437.05							
Macqueen Emergency Tota		5,179.30							
Martin, Hannah									
14659									
expense 053122	5/31/2022	30.29	0.00	06/10/2022				No	0
100-007-522400 General Supplies				cake for front st ribbon cutting ceremony					
expense 053122 Total:		30.29							
Martin, Hannah Total:		30.29							
Masco Packaging & industrial Supply									
12969									
0147601in	5/26/2022	1,690.80	0.00	06/10/2022				No	0
100-068-522400 General Supplies				city paper supply 5/26/22					
0147601in Total:		1,690.80							
Masco Packaging & industr		1,690.80							
McNeilus Truck & Manufacturing									
10410									
5492818	5/23/2022	3,026.29	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				toter tipper for sw11					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
5492818 Total:		3,026.29							
McNeilus Truck & Manufa		3,026.29							
Menards 10414 *** 23646	5/9/2022	849.00	0.00	06/10/2022				No	0
445-041-529000 Equipment				refrigerator for street dept					
*** 23646	5/9/2022	629.00	0.00	06/10/2022				No	0
100-068-529000 Equipment				refrigerator for 1130 koch st unit A					
*** 23646	5/9/2022	729.00	0.00	06/10/2022				No	0
525-525-529000 Equipment				refrigerator at airport					
23646 Total:		2,207.00							
23773	5/11/2022	22.38	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pipe for sewer repair on illinois st					
23773 Total:		22.38							
23812	5/11/2022	7.79	0.00	06/10/2022				No	0
525-525-522400 General Supplies				light bulbs					
23812 Total:		7.79							
24203	5/17/2022	76.15	0.00	06/10/2022				No	0
525-525-522400 General Supplies				wet jet cleaner					
24203 Total:		76.15							
24302	5/19/2022	54.77	0.00	06/10/2022				No	0
231-031-522400 General Supplies				paint cleaner and pail liners					
24302 Total:		54.77							
24324	5/19/2022	67.92	0.00	06/10/2022				No	0
231-031-522400 General Supplies				latex gloves and filters					
24324 Total:		67.92							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
24329	5/19/2022	8.94	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				strainer for paint					
24329 Total:		8.94							
*** 24390	5/20/2022	217.94	0.00	06/10/2022				No	0
100-068-522400 General Supplies				fan/shower curtian for mechanics					
24390 Total:		217.94							
24393	5/20/2022	9.94	0.00	06/10/2022				No	0
525-525-522400 General Supplies				light bulbs					
24393 Total:		9.94							
*** 24401	5/20/2022	99.96	0.00	06/10/2022				No	0
100-032-529000 Equipment				2 rechargeable flashlights					
24401 Total:		99.96							
24516	5/23/2022	352.40	0.00	06/10/2022				No	0
100-034-529000 Equipment				battery charger and tools					
24516 Total:		352.40							
24517	5/23/2022	4.98	0.00	06/10/2022				No	0
100-034-522400 General Supplies				screw driver adapter					
24517 Total:		4.98							
24585	5/24/2022	44.66	0.00	06/10/2022				No	0
100-068-522400 General Supplies				lawn bags and knee cushions					
24585 Total:		44.66							
*** 24726	5/26/2022	119.98	0.00	06/10/2022				No	0
100-034-529000 Equipment				floor fan					
*** 24726	5/26/2022	115.91	0.00	06/10/2022				No	0
100-034-522400 General Supplies				coat rack and pre mix fuel					
24726 Total:		235.89							
24739	5/26/2022	109.99	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
699-069-529000 Equipment				vacuum					
24739 Total:		109.99							
24802	5/27/2022	55.96	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				washers, hex nuts and bolts for sign shop					
24802 Total:		55.96							
24810	5/27/2022	22.97	0.00	06/10/2022				No	0
100-068-522400 General Supplies				hose/anchor					
24810 Total:		22.97							
25031	5/31/2022	40.40	0.00	06/10/2022				No	0
100-034-522400 General Supplies				door mats for street 2 and mulch					
25031 Total:		40.40							
25036	5/31/2022	119.60	0.00	06/10/2022				No	0
501-501-522400 General Supplies				water for employees					
25036 Total:		119.60							
25091	6/1/2022	93.23	0.00	06/10/2022				No	0
100-068-522400 General Supplies				plants for plant island/beautification					
25091 Total:		93.23							
25096	6/1/2022	59.78	0.00	06/10/2022				No	0
100-034-522400 General Supplies				pail and dish soap					
25096 Total:		59.78							
25168	6/2/2022	61.74	0.00	06/10/2022				No	0
231-033-522400 General Supplies				wood stakes, construction screws for catch basin forms					
25168 Total:		61.74							
25193	6/2/2022	71.94	0.00	06/10/2022				No	0
100-032-522400 General Supplies				gas cans for street dept					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
25193 Total:		71.94							
25245	6/3/2022	2.49	0.00	06/10/2022				No	0
100-032-523000 Traffic/Street Signs & Marking				tape for sign shop					
25245 Total:		2.49							
Menards Total:		4,048.82							
Missouri Network Alliance 14626									
42686	6/1/2022	2,500.00	0.00	06/10/2022				No	0
100-009-550300 Telephone				fiber optic data for june 2022					
42686 Total:		2,500.00							
Missouri Network Alliance		2,500.00							
Modal Marketing 10427									
inv96066	5/17/2022	6.42	0.00	06/10/2022				No	0
100-032-522400 General Supplies				adapter cap for shop					
inv96066 Total:		6.42							
Modal Marketing Total:		6.42							
Motion Industries Inc 10436									
il6100258943	5/9/2022	194.95	0.00	06/10/2022				No	0
231-031-534400 Equipment Repairs				replacement belts for grit pumps					
il6100258943 Total:		194.95							
Motion Industries Inc Tota		194.95							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
NAPA Auto Parts of Pekin 10441									
503624	5/25/2022	6.49	0.00	06/10/2022				No	0
231-031-522400 General Supplies				light bulb for trailer					
503624 Total:		6.49							
NAPA Auto Parts of Pekin		6.49							
Pace Analytical Services 10473									
i9513589	5/31/2022	5,948.92	0.00	06/10/2022				No	0
231-031-561300 Testing Fees And Expenses				lab testing for may 2022					
i9513589 Total:		5,948.92							
Pace Analytical Services To		5,948.92							
Parkside Athletics 10470									
06012022	6/1/2022	519.00	0.00	06/10/2022				No	0
695-095-516700 Wellness Program				50% gym memberships for may 2022					
06012022 Total:		519.00							
Parkside Athletics Total:		519.00							
Pekin Park District 10487									
*** 06012022	6/1/2022	98.66	0.00	06/10/2022				No	0
100-068-550100 Utilities				1/2 utilities at riverfront for 5/22					
*** 06012022	6/1/2022	329.23	0.00	06/10/2022				No	0
100-068-550100 Utilities				1/2 labor/maintenance at riverfront for 5/22					
06012022 Total:		427.89							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Pekin Park District Total:	427.89							
Pekin Pride Soccer Club 10932									
06062022	6/6/2022	2,500.00	0.00	06/10/2022				No	0
208-208-597700 Sponsorships				grant for pekind pride soccer tournament					
	06062022 Total:	2,500.00							
	Pekin Pride Soccer Club To	2,500.00							
Pekin Shoe Repair 10490									
6262	5/26/2022	156.00	0.00	06/10/2022				No	0
100-007-554300 Uniforms And Tools				boot allowance for josie esker					
	6262 Total:	156.00							
	Pekin Shoe Repair Total:	156.00							
PepperBall 14662									
0064411	5/31/2022	1,064.95	0.00	06/10/2022				No	0
100-761-519000 Training And Education				pepperball training for bush and rabe					
	0064411 Total:	1,064.95							
	PepperBall Total:	1,064.95							
Peterson, Josh 10502									
expense-0522-1	5/22/2022	25.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				fuel for youth firesetter invervention class 5/21-5/22/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-0522-1 Total:		25.00							
Peterson, Josh Total:		25.00							
Phoenix Properties 11458									
*** 05312022	5/31/2022	5,000.00	0.00	06/10/2022				No	0
261-319-511000 Rehab Activity & Delivery					1410 s 10th st partial disbursement IDIS 568				
*** 05312022	5/31/2022	8,200.00	0.00	06/10/2022				No	0
261-320-511000 Rehab Activity & Delivery					1410 s 10th st partial disbursement IDIS 568				
05312022 Total:		13,200.00							
Phoenix Properties Total:		13,200.00							
Puritan Springs Water 10766									
*** 1386911	5/12/2022	3.95	0.00	06/10/2022				No	0
525-525-569000 Other Contractual Service					fuel charge for water delivery 5/9/22				
1386911 Total:		3.95							
Puritan Springs Water Tota		3.95							
Ragan Communications Inc 10533									
27225	5/16/2022	273.30	0.00	06/10/2022				No	0
525-525-534200 Buildings And Grounds Rep					unicom fix				
27225 Total:		273.30							
27236	5/16/2022	300.00	0.00	06/10/2022				No	0
100-034-555000 Radio Expense					repair paging base				
27236 Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
27299	5/30/2022	763.88	0.00	06/10/2022				No	0
100-034-555000 Radio Expense				monthly smr charges 5/31-6/29/22					
27299 Total:		763.88							
27301	5/30/2022	1,248.65	0.00	06/10/2022				No	0
100-761-555000 Radio Expense				monthly smr charges 5/31-6/29/22					
27301 Total:		1,248.65							
Ragan Communications Inc		2,585.83							
Ray O'Herron Co Inc 10539									
2194855	5/16/2022	378.25	0.00	06/10/2022				No	0
100-761-554300 Tools & Uniforms				uniform, jacket and name tag new officer EM					
2194855 Total:		378.25							
2196489	5/23/2022	750.00	0.00	06/10/2022				No	0
100-761-554300 Tools & Uniforms				uniform/protective vest for new officer EM					
2196489 Total:		750.00							
Ray O'Herron Co Inc Total		1,128.25							
Rendleman, Anthony 10545									
050322	5/3/2022	14.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				PIO awareness public information officer course 5/3/22					
050322 Total:		14.00							
050322-1	5/24/2022	14.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				disaster assistance process 5/24/22					
050322-1 Total:		14.00							
06152022-1	6/15/2022	14.00	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-519000 Training And Education				debris management course 6/15/22					
06152022-1 Total:		14.00							
expense-0622	6/23/2022	14.00	0.00	06/10/2022				No	0
100-034-519000 Training And Education				emergency operations plan development 6/23/22					
expense-0622 Total:		14.00							
Rendleman, Anthony Total		56.00							
Rescued Heart Animal Hospital 11595									
271421	5/24/2022	68.18	0.00	06/10/2022				No	0
100-761-592602 Canine Unit				k9 boarding and flea control					
271421 Total:		68.18							
Rescued Heart Animal Hos		68.18							
Roanoke Concrete Products 10553									
212091	5/12/2022	733.25	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin at 2nd & court					
212091 Total:		733.25							
212525	5/19/2022	1,367.50	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin at capitol and state st					
212525 Total:		1,367.50							
212802	5/24/2022	404.50	0.00	06/10/2022				No	0
231-033-564100 Drainage Improvements				flowable for catch basin at n. capitol st					
212802 Total:		404.50							
Roanoke Concrete Product		2,505.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
S & S Builders Hardware Company 12252									
0573340	5/5/2022	876.36	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				1130 koch st unit A/replace closer on door					
0573340 Total:		876.36							
S & S Builders Hardware C		876.36							
SAFEBuilt, LLC 14115									
0086675in	5/31/2022	13,772.00	0.00	06/10/2022				No	0
100-793-560500 Consulting Services				building permits for may 2022					
0086675in Total:		13,772.00							
0086726in	5/31/2022	8,145.00	0.00	06/10/2022				No	0
100-793-560500 Consulting Services				building inspections for may 2022					
0086726in Total:		8,145.00							
SAFEBuilt, LLC Total:		21,917.00							
SCABAS Inc 10570									
117286	5/31/2022	407.88	0.00	06/10/2022				No	0
100-034-534400 Equipment Repairs				SCBA repair					
117286 Total:		407.88							
SCABAS Inc Total:		407.88							
Schwartz Electric 10579									
16694	5/27/2022	4,323.00	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				LED high bay lights at station 3					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
16694 Total:		4,323.00							
16695	5/27/2022	141.50	0.00	06/10/2022				No	0
100-068-534200 Buildings And Grounds Rep				service call 5/13/22 to replace ballast in evidence room					
16695 Total:		141.50							
16696	5/27/2022	3,290.41	0.00	06/10/2022				No	0
100-990-599999 Contingency				julie locates 5/11-5/24/22					
16696 Total:		3,290.41							
16697	5/27/2022	8,950.90	0.00	06/10/2022				No	0
100-032-534400 Equipment Repairs				knocked down streel light/installed at parkway dr					
16697 Total:		8,950.90							
16698	5/27/2022	-3,200.00	0.00	06/10/2022				No	0
100-032-534400 Equipment Repairs				credit for pole on invoice 16697					
16698 Total:		-3,200.00							
Schwartz Electric Total:		13,505.81							
Secretary of State 10583									
06062022	6/6/2022	151.00	0.00	06/10/2022				No	0
100-761-557200 License And Inspection Fees				license plate renewal for squad 51711					
06062022 Total:		151.00							
Secretary of State Total:		151.00							
Sentry Safety Supply, Inc. 10882									
0266259in	5/25/2022	429.39	0.00	06/10/2022				No	0
100-032-554300 Uniforms And Tools				safety t-shirts, vest and rain gear					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
0266259	Total:	429.39							
Sentry Safety Supply, Inc.		429.39							
Sherwin Williams 10596									
7692-1	5/19/2022	135.95	0.00	06/10/2022				No	0
100-032-523000	Traffic/Street Signs & Marking				strainer and acetone for street painting				
7692-1	Total:	135.95							
8050-1	6/2/2022	249.34	0.00	06/10/2022				No	0
100-032-523000	Traffic/Street Signs & Marking				5 gallons of acetone and 5 gallons of striner/street painting				
8050-1	Total:	249.34							
Sherwin Williams	Total:	385.29							
SHI International Corp 12297									
b15248941	5/18/2022	6,717.00	0.00	06/10/2022				No	0
100-009-599802	Computer Hardware				3 laptops and docks				
b15248941	Total:	6,717.00							
b15277974	5/24/2022	1,019.00	0.00	06/10/2022				No	0
100-009-599802	Computer Hardware				fire MDT surface				
b15277974	Total:	1,019.00							
b15283304	5/25/2022	532.00	0.00	06/10/2022				No	0
100-009-599802	Computer Hardware				laptop cell chips				
b15283304	Total:	532.00							
SHI International Corp	Tot	8,268.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Springbrook Holding Company LLC 14638									
inv009482	6/8/2022	85,146.08	0.00	06/10/2022				No	0
100-009-538000 Maintenance Agreements				springbrook maintenance 8/7/22-8/6/23					
inv009482 Total:		85,146.08							
Springbrook Holding Comp		85,146.08							
Stegers Furniture 11742									
2039861	5/10/2022	848.98	0.00	06/10/2022				No	0
525-525-587100 Office Furniture & Equip				love seat for airport					
2039861 Total:		848.98							
Stegers Furniture Total:		848.98							
Stuber's Heating & Air Conditioning, Ltd. 11089									
0000007819	5/24/2022	375.00	0.00	06/10/2022				No	0
231-031-534200 Buildings And Grounds Rep				troubleshoot air units in ivory tower and trailer					
0000007819 Total:		375.00							
Stuber's Heating & Air Con		375.00							
Taylor Print Impressions 10143									
6758990	5/25/2022	617.55	0.00	06/10/2022				No	0
100-006-551000 Printing And Publications				direct deposit forms					
6758990 Total:		617.55							
Taylor Print Impressions T		617.55							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Tazewell County Recorder 11172									
05252022	5/25/2022	426.60	0.00	06/10/2022				No	0
231-029-593300 Lien Filing Fee				filing of 4 and release of 5 wastewater lien					
05252022 Total:		426.60							
06062022	6/6/2022	379.20	0.00	06/10/2022				No	0
231-029-593300 Lien Filing Fee				filing of 7 and release of 1 wastewater lien					
06062022 Total:		379.20							
Tazewell County Recorder		805.80							
Tazewell Towing 10641									
205954	5/24/2022	50.00	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				tow F250 street vehicle 533					
205954 Total:		50.00							
Tazewell Towing Total:		50.00							
TCI Companies, Inc 10661									
w63474	5/8/2022	335.00	0.00	06/10/2022				No	0
231-030-569000 Other Contractual Service				hydro jet sewer lateral at 515 2nd st 5/8/22					
w63474 Total:		335.00							
TCI Companies, Inc Total:		335.00							
Text-em-all 14453									
69362	5/24/2022	108.00	0.00	06/10/2022				No	0
501-501-569000 Other Contractual Service				texting service for employees 5/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
69362 Total:		108.00							
Text-em-all Total:		108.00							
Third Millennium Associates, Inc.									
11953									
*** 27751	5/18/2022	1,058.13	0.00	06/10/2022				No	0
231-029-569000 Other Contractual Service				may 2022 bill rendering					
*** 27751	5/18/2022	1,058.12	0.00	06/10/2022				No	0
223-023-569000 Other Contractual Service				may 2022 bill rendering					
*** 27751	5/18/2022	58.57	0.00	06/10/2022				No	0
231-029-520400 Postage				may 2022 postage service					
*** 27751	5/18/2022	58.56	0.00	06/10/2022				No	0
223-023-520400 Postage				may 2022 postage service					
27751 Total:		2,233.38							
Third Millennium Associat		2,233.38							
Thomson Reuters									
12771									
846474607	6/1/2022	235.36	0.00	06/10/2022				No	0
100-009-538000 Maintenance Agreements				clear law charges may 2022					
846474607 Total:		235.36							
Thomson Reuters Total:		235.36							
Topless Tree Service									
14332									
1751	5/23/2022	495.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 406 south st 5/19/22					
1751 Total:		495.00							
1753	5/23/2022	3,767.50	0.00	06/10/2022				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				removed tree at 1225 oakridge 5/20/22					
1753 Total:		3,767.50							
1759	5/25/2022	540.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 1404 s 6th 5/24/22					
1759 Total:		540.00							
1764	5/31/2022	2,952.50	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed tree at 600 n 4th 5/26/22					
1764 Total:		2,952.50							
1768	6/3/2022	350.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed limbs at 319 washington 6/1/22					
1768 Total:		350.00							
1769	6/3/2022	945.00	0.00	06/10/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 600 n 4th st 6/2/22					
1769 Total:		945.00							
Topless Tree Service Total:		9,050.00							
Tractor Supply Co									
10659									
*** 185379	5/25/2022	44.97	0.00	06/10/2022				No	0
100-032-529000 Equipment				3 shovels for street dept					
*** 185379	5/25/2022	46.98	0.00	06/10/2022				No	0
100-068-522400 General Supplies				2 padlocks					
185379 Total:		91.95							
Tractor Supply Co Total:		91.95							
Tremont Oil Co									
10660									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
235530	5/31/2022	288.57	0.00	06/10/2022				No	0
100-032-522400 General Supplies				kerosene for hot box					
235530 Total:		288.57							
Tremont Oil Co Total:		288.57							
Truck Centers Inc 10664									
f14036825801	5/20/2022	484.83	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				a/c compressor, o-rings, dryer and EVAP probe					
f14036825801 Total:		484.83							
f14036838701	5/23/2022	132.43	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				blower motor for TYMCO swweeper					
f14036838701 Total:		132.43							
f14036864801	5/26/2022	6.29	0.00	06/10/2022				No	0
223-025-534000 Automotive Expense				bolts for engine on yw4					
f14036864801 Total:		6.29							
f14036864802	6/1/2022	12.70	0.00	06/10/2022				No	0
223-025-534000 Automotive Expense				bolts for yw4					
f14036864802 Total:		12.70							
f14036871101	5/27/2022	168.10	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				DPF pressure differential switch					
f14036871101 Total:		168.10							
f14036871102	5/27/2022	2,392.94	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				diesel particulate filter kit for sw14					
f14036871102 Total:		2,392.94							
f14036901701	5/31/2022	25.00	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				fittings and parts for clutch fan					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
f14036901701 Total:		25.00							
f14036901702	6/1/2022	1,091.49	0.00	06/10/2022				No	0
223-023-534000 Automotive Expense				clutch fan assembly for sw13					
f14036901702 Total:		1,091.49							
f14036906701	6/1/2022	6.26	0.00	06/10/2022				No	0
223-025-534000 Automotive Expense				air compressor nuts for yw4					
f14036906701 Total:		6.26							
f14036920301	6/1/2022	24.53	0.00	06/10/2022				No	0
100-032-534000 Automotive Expense				blend dorr actuator for 480					
f14036920301 Total:		24.53							
Truck Centers Inc Total:		4,344.57							
United Ready Mix Inc 11485									
54452	5/16/2022	1,152.00	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line repair at illinois st and renschaw ct					
54452 Total:		1,152.00							
54519	5/22/2022	780.00	0.00	06/10/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sanitary line					
54519 Total:		780.00							
United Ready Mix Inc Tota		1,932.00							
United States Postal Service 10449									
06062022	6/6/2022	2,000.00	0.00	06/10/2022				No	0
100-990-520400 Postage				adding postage to postage machine					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	06062022 Total:	2,000.00							
	United States Postal Servic	2,000.00							
Unland & Co Inc., James 10671 4550	5/27/2022	1,427.50	0.00	06/10/2022				No	0
695-095-569000 Other Contractual Service				05/22 HR services					
	4550 Total:	1,427.50							
4551	5/27/2022	780.00	0.00	06/10/2022				No	0
695-095-516700 Wellness Program				05/22 wellness app					
	4551 Total:	780.00							
	Unland & Co Inc., James T	2,207.50							
VCNA Prairie LLC 14635 890496269	5/18/2022	846.66	0.00	06/10/2022				No	0
240-240-535000 Material And Hauling				washed chips for street repairs					
	890496269 Total:	846.66							
	VCNA Prairie LLC Total:	846.66							
Verizon 14122 9907238623	5/23/2022	2,123.28	0.00	06/10/2022				No	0
100-009-550300 Telephone				police dept data 4/24-5/23/22					
	9907238623 Total:	2,123.28							
9907238625	5/23/2022	694.36	0.00	06/10/2022				No	0
100-009-550300 Telephone				police dept data 4/24-5/23/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9907238625 Total:	694.36							
	Verizon Total:	2,817.64							
Verizon Connect Nwf, Inc 12701 306000031001	6/1/2022	1,269.77	0.00	06/10/2022				No	0
100-009-529500 AVL Equipment				AVL for city vehicles june 2022					
	306000031001 Total:	1,269.77							
	Verizon Connect Nwf, Inc	1,269.77							
Vicary, Cody 14597 expense-0622	6/14/2022	45.00	0.00	06/10/2022				No	0
100-761-519000 Training And Education				criminal interview & interrogation 6/14-6/16/22					
	expense-0622 Total:	45.00							
	Vicary, Cody Total:	45.00							
Visa (business) 11433 *** 5164-0522	5/25/2022	36.09	0.00	06/10/2022				No	0
100-761-592700 Shooting Range				protective glasses/ear protection for range					
*** 5164-0522	5/25/2022	37.20	0.00	06/10/2022				No	0
100-761-519000 Training And Education				fuel/supervising FTO process training					
*** 5164-0522	5/25/2022	145.00	0.00	06/10/2022				No	0
100-766-519000 Training And Education				asbestos inspector training for ML					
*** 5164-0522	5/25/2022	83.24	0.00	06/10/2022				No	0
100-761-519000 Training And Education				fuel for supervising FTO and illinois chiefs conference					
*** 5164-0522	5/25/2022	436.69	0.00	06/10/2022				No	0
100-761-592700 Shooting Range				cone adapter kit/trainee kit range					
*** 5164-0522	5/25/2022	763.41	0.00	06/10/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-761-592604 Emergency Services Team *** 5164-0522	5/25/2022	108.07	0.00	06/10/2022	CIERT simunition			No	0
100-763-522400 General Supplies *** 5164-0522	5/25/2022	40.00	0.00	06/10/2022	writing tablets and usb drive			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	30.54	0.00	06/10/2022	fuel/axon training			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	80.99	0.00	06/10/2022	lunches/axon training			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	892.20	0.00	06/10/2022	pre flight parking voucher 6/7 and 6/10/22			No	0
100-761-519000 Training And Education *** 5164-0522	5/25/2022	10.75	0.00	06/10/2022	flight training/bush			No	0
100-761-551600 Dues And Subscriptions *** 5164-0522	5/25/2022	40.00	0.00	06/10/2022	SNAGIT computer program			No	0
100-761-551600 Dues And Subscriptions *** 5164-0522	5/25/2022	-25.69	0.00	06/10/2022	ITDA dues for RJ			No	0
100-761-592700 Shooting Range					credit on tax taken				
5164-0522 Total:		2,678.49							
*** 6031-0522	5/25/2022	1,400.00	0.00	06/10/2022				No	0
100-001-551600 Dues And Subscriptions *** 6031-0522	5/25/2022	100.79	0.00	06/10/2022	ICMA dues renewal			No	0
699-069-529000 Equipment *** 6031-0522	5/25/2022	136.77	0.00	06/10/2022	tank fill hose for 134a a/c machine			No	0
100-005-597900 Employee Recognition *** 6031-0522	5/25/2022	53.00	0.00	06/10/2022	employee recognition clerks week			No	0
100-001-519000 Training And Education					hr management book				
6031-0522 Total:		1,690.56							
*** 9604-0522	5/25/2022	720.69	0.00	06/10/2022				No	0
525-525-587100 Office Furniture & Equip *** 9604-0522	5/25/2022	523.00	0.00	06/10/2022	table for airport			No	0
100-005-551000 Printing And Publications *** 9604-0522	5/25/2022	65.20	0.00	06/10/2022	payroll coordinator job ads			No	0
231-030-520400 Postage *** 9604-0522	5/25/2022	250.00	0.00	06/10/2022	postage to send camera to CUES for repair			No	0
100-005-597900 Employee Recognition *** 9604-0522	5/25/2022	212.46	0.00	06/10/2022	employee engagement & leadership classes			No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-005-597900 Employee Recognition *** 9604-0522	5/25/2022	213.53	0.00	06/10/2022	school bus year end recogition			No	0
100-005-520200 Office Supplies *** 9604-0522	5/25/2022	156.00	0.00	06/10/2022	new employee folders			No	0
100-005-551600 Dues And Subscriptions					IPMA-NATL membership for sn				
9604-0522 Total:		2,140.88							
Visa (business) Total:		6,509.93							
Waste Management 12524 000023520703	5/16/2022	3,052.18	0.00	06/10/2022	sludge removal 4/29-5/3/22			No	0
231-031-536400 Sludge Removal									
000023520703 Total:		3,052.18							
Waste Management Total:		3,052.18							
Waukesha County Technical College 14625 s0771495	5/26/2022	450.00	0.00	06/10/2022	property & evidence mgmt training/shipman 4/25-27/2022			No	0
100-761-519000 Training And Education									
s0771495 Total:		450.00							
Waukesha County Technica		450.00							
Weyland, Austing 14663 expense-0622	6/14/2022	45.00	0.00	06/10/2022	criminal interview & interrogation 6/14-6/16/22			No	0
100-761-519000 Training And Education									
expense-0622 Total:		45.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Weyland, Austing Total:	45.00							
Will Harms Co 10706									
37179	5/20/2022	66.96	0.00	06/10/2022				No	0
100-006-520200 Office Supplies				manilla file folders					
37179 Total:		66.96							
*** 37180	5/20/2022	11.74	0.00	06/10/2022				No	0
231-029-520200 Office Supplies				post it notes and keyboard wrist rest					
*** 37180	5/20/2022	11.73	0.00	06/10/2022				No	0
223-023-520200 Office Supplies				post it notes and keyboard wrist rest					
37180 Total:		23.47							
37187	5/23/2022	21.29	0.00	06/10/2022				No	0
100-034-520200 Office Supplies				manilla file folders					
37187 Total:		21.29							
Will Harms Co Total:		111.72							
Wrhel, Lee Ann 12351									
*** expense-0522	5/27/2022	36.35	0.00	06/10/2022				No	0
100-005-597900 Employee Recognition				retirement cack for GB reimbursement					
expense-0522 Total:		36.35							
Wrhel, Lee Ann Total:		36.35							
YWCA of Pekin 10724									
dnichols	6/3/2022	270.00	0.00	06/10/2022				No	0
695-095-516700 Wellness Program				06/2022 50% gym membership					

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

dnichols Total:	270.00
YWCA of Pekin Total:	270.00
Report Total:	683,866.68

**REQUEST FOR COUNCIL ACTION**

Agenda Date: June 13, 2022
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: PD Stats - May 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

May 2022 WEEKLY STATS	May 1 - 7	May 8 -14	May 15 -21	May 22 - 28	May 29 - June 4	TOTAL
PATROL						
Calls for service	636	713	718	674	724	3465
Buisness / Bar checks	86	115	91	98	92	482
Traffic stops	44	82	80	36	50	292
Phone calls & station information	32	28	33	26	33	152
Reports	0	57	71	64	65	257
Supplements	0	23	25	39	39	126
Impounds	0	2	8	4	7	21
Arrests	0	87	99	82	54	322
Citations	21	37	43	30	43	174
Written warnings	36	56	55	22	30	199
Cell phone	1	3	2	0	0	6
Truck route	0	0	0	0	0	0
Low-speed gas bicycle	2	5	3	2	1	13
Pedestrian stops	0	0	0	0	0	0
DUI	0	1	1	1	1	4
Crashes	10	14	10	13	7	54
Field contact	0	0	3	0	1	4
Parking tickets - Parking Enforce	6	2	8	1	2	19
Parking tickets - Patrol	5	1	0	3	2	11
Animal controls tickets - AC	0	0	0	1	1	2
Animal - Patrol	0	0	0	0	0	0
NOT COUNTED (those listed below)						
Julie notifications	0	0	0	0	0	0
Repossessions	0	0	0	0	0	0
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	0	4	4
RECORDS						
Notice to Appears	0	0	0	0	0	0
Citations	0	0	0	0	5	5
Warnings	0	0	0	0	0	0
Freedom of Information / Pages	14 / 144 pgs	19 / 195 pgs	11 / 88 pgs	9/77 pgs	17 / \$92	70 / 596 pgs
CD/DVD'S FOR FOI OR SUB (Redacted)	1	11	9	1	7	29
SEX Offender Registration	12	17	11	11	10	61
Impounds processed	2	2	8	4	7	23
Impound fees collected	\$1,000.00	\$ 500.00	\$ 3,000.00	\$ 1,500.00	\$ 1,000.00	\$7,000.00
Fines collected	\$1,980.50	\$ -	\$ 1,708.00	\$1,973.00	\$2,825.00	\$8,486.50
Reports	1	0	0	3	0	4
Supplemental reports	0	0	0	0	0	0
Fingerprints processed	2	0	4	0	1	7
Court case files	12	33	8	31	25	109
DVD/CD for court	44	220	69	201	71	605
Reports Processed	71	71	83	78	0	303
Pieces of logged evidence	0	105	24	36	0	165
Pieces of evidence to Lab	0	13	7	12	12	44
Pill Bin weight	0	21 lbs	15 lbs	12 lbs	5 lbs	53 lbs
Backgrounds for other LAW/GOVT. Agen	15	21	27	41	13	117
False alarm letters	3	2	3	4	6	18
Certificate of Purchase	2	1	0	0	6	9
Certificate of Purchase Final Letters	1	0	6	0	0	7
Evidence Pulled to be destroyed	0	33	41	58	325	457
Subpoenas / Pages	000 s / 000 pgs	000 s / 000 pgs	000 s / 000 pgs	000 s / 000 pgs	1 s / 48 pgs	000 s / 000 pgs
AVRS Crash Report Sales / \$	22 / \$110	16 / \$80	15 / \$75	19 / \$90	13 / \$65	85 / \$420

**REQUEST FOR COUNCIL ACTION**

Agenda Date: June 13, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Receive & File: Advanced Medical Transport Response Time Report Year End 2021

REQUIRED SIGNATURES

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

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 6/7/2022

Date:

ADVANCED MEDICAL TRANSPORT, INC.
Peoria, Illinois

RESPONSE TIME REPORT--PEKIN
For the Year Ended December 31, 2021



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

CLAconnect.com



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT ACCOUNTANTS' REPORT

Board of Directors
Advanced Medical Transport, Inc.
Peoria, Illinois

We have examined management of Advanced Medical Transport, Inc.'s assertion that the Response Time Report is presented in accordance with (NFPA) 1710 "Emergency Medical Operations" and the City of Pekin agreement. Advanced Medical Transport, Inc.'s management is responsible for its assertion. Our responsibility is to express an opinion on the response time information, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the response time information is presented in accordance with the criteria, in all material respects. An examination involves performing procedures to obtain evidence about the response time information. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the response time information, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the response time information is presented in accordance with (NFPA) 1710 "Emergency Medical Operations" and the City of Pekin agreement, in all material respects.

This report is intended for the information and use of Advanced Medical Transport, Inc. and the City of Pekin and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Peoria, Illinois
April 29, 2022



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**ADVANCED MEDICAL TRANSPORT, INC.
RESPONSE TIME REPORT--PEKIN
For the Year Ended December 31, 2021**

	<u>Total Responses</u>	<u>Response Within Contract Guidelines</u>	<u>Percent Within Contract Guidelines</u>
Priority 21 calls	2,447	2,338	95.55%
Priority 22 calls	2,554	2,472	96.79%

**ADVANCED MEDICAL TRANSPORT, INC.
NOTE TO RESPONSE TIME REPORT--PEKIN
For the Year Ended December 31, 2021**

NOTE 1 - BASIS OF EXAMINATION AND SIGNIFICANT POLICIES

Advanced Medical Transport, Inc. (Organization) is an Illinois nonprofit, tax-exempt corporation organized exclusively for charitable, scientific, and educational purposes in furtherance of, and to carry out, the purposes of Peoria Hospitals' Mobile Medical Services, an Illinois nonprofit corporation. The Organization has entered into an agreement with the City of Pekin for a nonexclusive franchise right to provide ambulance service in the City of Pekin. The Organization's agreement with the City of Pekin calls for the Organization to meet certain time standards for emergency responses.

Per the City of Pekin agreement, at least 90 percent of all response times for life-threatening Priority 21 emergencies shall meet the requirements of the National Fire Protection Association (NFPA) 1710 "Emergency Medical Operations." This standard allowed up to ten minutes for the Organization to reach the scene of the call after notification of the call was received.

Per the City of Pekin agreement, 90 percent of all other non life-threatening Priority responses (titled Priority 22 by the Organization) shall meet a standard of twelve minutes for the above procedures.



REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 433-22/23 Accept AMT Payment

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Payment from Advanced Medical Transport

FINANCIAL IMPACT:

Amount: \$43,900
 Line Item: 100-001-499800
 Budgeted Amount: \$0
 Remaining Funds: \$0

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

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.

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:

City Manager:

Mark A. Rothert
 Mark A. Rothert, City Manager

6/10/2022

Mark A. Rothert
 Mark A. Rothert, City Manager

6/10/2022

Resolution No. 433-22/23 Accept AMT Payment

WHEREAS, the City entered into an agreement with Peoria Hospitals' Mobile Medical Services, Inc., dba Advanced Medical Transport of Central Illinois ("AMT") on July 1, 2013, for the provision of ambulance and first responder services within the City ("Agreement"); and

WHEREAS, the City notified AMT it was in default of several provisions of the Agreement on October 1, 2021; and

WHEREAS, the City and AMT have engaged in discussion to resolve the disputed provisions of the Agreement; and

WHEREAS, AMT has tendered payment in the amount of \$43,900 in settlement of the City's demand for monetary compensation under the Agreement; and

WHEREAS, the City Council finds it is in the best interest of the City to accept the payment tendered by AMT in settlement of all monetary claims set forth in the default notice provided to AMT on October 1, 2021.

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 City accepts payment of \$43,900 tendered by AMT in full satisfaction of all monetary claims related to the untimely reporting of data as set forth in the default notice dated October 1, 2021.

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: June 13, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Resolution No. 434-22/23 Inducement for Residential Development Mark and Sherrie Andrews

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The attached inducement resolution is aimed at attracting the development of a new residential structure at 130 S. California Road in the proposed East Residential Tax Increment Financing District. The purchaser of the lot, Mark and Sherrie Andrews, are seeking the inducement resolution in order to participate in the City's proposed lot purchase price reimbursement program that allows buyers to recoup a minimum of \$30,000 with no limit on the value of the home and up to \$70,000 for a home that is valued at \$400,000 or more. This property is zoned R-1 Single Family Residential and meets the criteria for participation in the program.

Because this project aligns with the City's goal for residential growth, staff recommends approval.

FINANCIAL IMPACT: TBD based on home value established by the development

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Land acquisition costs would be an eligible TIF reimbursement cost, if and when the East Residential TIF District is established

IMPACT IF DENIED: Land acquisition costs would not be an eligible TIF reimbursement cost, if and when the East Residential TIF District is established

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.

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:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

6/7/2022

Date:

**Resolution No. 434-22/23 City of Pekin, Illinois Proposed Pekin East Residential Tax
Increment Financing (TIF) District Mark and Sherrie Andrews Redevelopment Project
Inducement Resolution**

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

MAYOR

ATTEST:

CITY CLERK

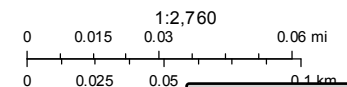
130 S. California Road

6.6.a



- I-155
- IL 29
- US 24
- I-474
- IL 98
- Streets
- I-74
- US 150

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.



**CITY OF PEKIN, ILLINOIS
PROPOSED PEKIN EAST RESIDENTIAL
TAX INCREMENT FINANCING (TIF) DISTRICT
MARK AND SHERRIE ANDREWS REDEVELOPMENT PROJECT**

RESOLUTION NO. _____

INDUCEMENT RESOLUTION

WHEREAS, the City of Pekin, Tazewell County, Illinois, an Illinois Home Rule Municipality (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 by promoting the development of private investment in property, thereby increasing the real estate tax base of the City and providing employment for its citizens; and

WHEREAS, Illinois statute (65 ILCS 5/8-1-2.5) allows a municipality to appropriate and expend funds for economic development purposes, including without limitation, the making of grants for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the community; 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, rehabilitate, market and/or upgrade such property by reimbursing the owner for certain costs from resulting increases in real estate tax revenues (“Tax Increment”) or from other City revenues; and

WHEREAS, the City is considering a request for tax increment financing assistance from Mark and Sherrie Andrews (collectively, the “Developer”), who proposes to redevelop certain property located in the City of Pekin (the “Property”) for the purpose of undertaking a residential redevelopment project located thereon (the “Project”); and

WHEREAS, said proposed Project is to be located on land for which the City has been requested to include within the proposed Pekin East Residential TIF District Redevelopment Project Area (the “Area”); and

WHEREAS, based on the Developer’s request and information provided to date, the Mayor and City Council for the City of Pekin find that the above-mentioned development cannot be developed without the assistance of Tax Increment Financing; and

WHEREAS, the City is authorized under the Act to make and enter into all contracts with property owners, developers, tenants, overlapping taxing bodies, and others necessary or incidental to the implementation and furtherance of its redevelopment plans and projects and to finance redevelopment project costs provided such project costs are eligible under the Act; and

WHEREAS, the Project proposed by **Mark and Sherrie Andrews** to be undertaken within the proposed Area will:

- Complement the City’s design and implementation of both short-term and long-term municipal plans to achieve desired land use and community and economic development objectives; and

- Address blighted conditions to stimulate redevelopment to effectively eradicate and institute conservation measures that will remove and alleviate adverse conditions and encourage private investment as well as enhance the tax base of taxing districts within the Area; and
- Encourage new residential development within the City; and
- Provide the citizens of the City with employment opportunities.

WHEREAS, redevelopment of the Property within the Area will require the Developer to incur expenditures of substantial time, effort and money and, but for the assistance of tax increment financing, the proposed Project is not financially feasible; and

WHEREAS, the Project is to be undertaken within the Area to be established by the City to assist in financing of eligible public and private redevelopment project costs per the Act and as incurred after the date of this Resolution; and

WHEREAS, this Resolution is intended to induce **Mark and Sherrie Andrews** or its successor or assignee to proceed with the Project and to seek reimbursement from incremental real estate tax revenue or the proceeds of debt incurred by the City or from other sources as may be agreed to between the City and the Developer which are necessary to accomplish the goals of the proposed TIF District Redevelopment Plan, Area and Projects (collectively the “TIF Plan”) as may be established by the City; and

WHEREAS, this Resolution is also intended to serve as an “official declaration of intent” on behalf of the City pursuant to Treas. Reg. §1.150.2; and

WHEREAS, the City Council has examined the proposed Area and believes that expenditures of redevelopment costs in furtherance of the potential TIF Plan should be allowable project costs under the TIF Plan, provided that this Resolution is not a guarantee of the amount of project costs that will be allowable, if any, but rather is an indication of the intent and sense of the City at this time.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Pekin, Tazewell County, Illinois, as follows:

1. That the intentions of the City of Pekin regarding this Project as expressed in the recitals herein are hereby approved; provided however, that neither such intentions, affirmations, authorizations nor such recitals are binding upon the City nor may the same be relied upon to any entity's or person's detriment by such entity or person in the event that the aforementioned agreements or plans are not mutually attainable.
2. That the City Council of the City of Pekin is in favor of the proposed Project.
3. The City shall proceed and use its best efforts to establish a Tax Increment Financing Redevelopment Plan, Project and Area to include the Developer's Property and Projects. Upon the City's successful establishment of the proposed TIF District which will include the Developer's Property, the City and the Developer shall use their best efforts to enter into a Redevelopment Agreement whereby the City will reimburse the Developer from Tax Increment generated by the Project in the Proposed TIF District for the Developer's TIF Eligible Project Costs incurred in connection with the Project from the date of this Resolution.

4. The provisions of this Resolution shall be effective commencing with its adoption as provided by law.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Pekin, Tazewell County, Illinois, on the 13th day of June 2022, and deposited and filed in the Office of the City Clerk of said City of Pekin on that date.

MAYOR AND ALDERMAN	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Lloyd Orrick				
Dave Nutter				
Rick Hilst				
Karen Hohimer				
Mark Luft, Mayor				
TOTAL VOTES:				

APPROVED: _____, Date ____/ ____ / 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2022
City Clerk, City of Pekin



REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 435-22/23 to Change the Location of Accessible Parking Signs Downtown

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Traffic Safety Committee has recommended adding two accessible parking signs in front of the McKenzie Building at 11 S. 4th Street and removing two accessible parking signs around the corner on Elizabeth Street. This resolution is to approve moving the accessible parking signs.

FINANCIAL IMPACT:

Requested Amount: N/A

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

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.

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/7/2022

Date:

Resolution No. 435-22/23 Change the Location of Accessible Parking Signs Downtown

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

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

WHEREAS, the City of Pekin's Traffic Safety Committee has recommended adding two accessible parking signs in front of the McKenzie Building at 11 S. 4th Street and removing two accessible parking signs around the corner on Elizabeth Street; and

WHEREAS, the City Council finds it is in the best interests of the City and its residents to add accessible parking in front of the McKenzie Building, rather than on Elizabeth Street.

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

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

Section 2. Two accessible parking signs will be added at 11 S. 4th Street, and two accessible parking signs will be removed on Elizabeth Street between 4th Street and Capitol Street.

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: June 13, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 436-22/23 to Add an Accessible Parking Sign at 1320 S. 5th St.

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: A request was made by the pastor of Zion Baptist Church to add an accessible parking space in front of the Church at 1320 S. 5th Street. The request was reviewed by Traffic Safety Committee and is recommended to council for approval. This resolution is to add an accessible parking sign in front of 1320 S. 5th Street.

FINANCIAL IMPACT:

Requested Amount: N/A

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

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.

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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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/7/2022

Date:

Resolution No. 436-22/23 Add an Accessible Parking Sign at 1320 S. 5th St.

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

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

WHEREAS, the City of Pekin's Traffic Safety Committee has to add an accessible parking space in front of Zion Baptist Church at 1320 S. 5th Street; and

WHEREAS, the City Council finds it is in the best interest of the City and its residents to add accessible parking at 1320 S. 5th Street.

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

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

Section 2. An accessible parking sign will be added at 1320 S. 5th Street.

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: June 13, 2022
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 437-22/23 Accepting Right of Way Dedication

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:

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.

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REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Resolution No. 437-22/23 Accepting Right of Way Dedication

WHEREAS, the City of Pekin has received an offer for a certain public right of way to be dedicated to the City free and clear of all encumbrances and liens;

WHEREAS, the Grantor has submitted to the City a Dedication of Right-of-Way executed by the Grantor on May 2, 2022, a copy of which is attached to this Resolution and incorporated herein as "**Exhibit A**"; and,

WHEREAS, the City Council of the City of Pekin has determined that it is in the best interests of the City to accept the dedication of the aforesaid right of way from the Grantor.

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

Section 1. The City of Pekin hereby accepts the Dedication of Right-of-Way as set forth in the attached **Exhibit A**.

Section 2. The Mayor and the City Clerk are authorized and directed to execute all documents necessary to effectuate the dedication.

Section 3. The City Clerk is hereby directed to record this Resolution among the land records in the Office of the Tazewell County Recorder.

Section 4. This Resolution shall be in full force and effect immediately upon its passage and approval by the City Council.

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

MAYOR

ATTEST:

CITY CLERK

RECEIVED MAY 05 2022

**DEDICATION OF RIGHT-OF-WAY -
Tazewell County**

AFTER RECORDING
RETURN TO:

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

DEDICATION OF RIGHT-OF-WAY

THE GRANTOR, Karen Jill Sieme, as Trustee of the KJHS Family Trust, of the County of Tazewell and State of Illinois, for and in consideration of the sum of One Thousand Four Hundred Dollars (\$1,400.00) and other good and valuable consideration, **DOES HEREBY GRANT, CONVEY AND DEDICATE** unto the **CITY OF PEKIN, an Illinois municipal corporation**, its successors and assigns, the following described tract of real estate to construct, operate, repair, replace, renew, remove and maintain from time to time a public right-of-way and related appurtenances for use by the general public and the **CITY OF PEKIN** on, under and across the following described real estate in the County of Tazewell and State of Illinois, and as depicted on the attached exhibit that is hereby incorporated by reference, to-wit:

See legal description set forth on attached Exhibit A and depiction on attached Exhibit B

Part of PIN: 04-04-36-116-013

Grantor covenants not to construct any building, structure, fencing or other improvement on the property hereinabove described.

Grantor hereby releases any rights of Homestead in the premises.

This dedication shall be binding upon the heirs, successors, administrators and assigns of all the parties hereto.

Attachment: Sieme, Karen Dedication of ROW May 2 22 (3127 : Resolution No. 437-22/23 Accepting Right of Way Dedication)

DATED this 2 day of May, 2022.

Karen Jill Seime
 Print Name: Karen Jill Seime

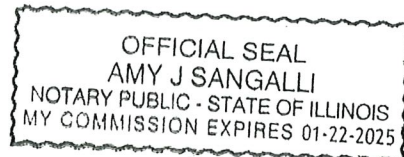
STATE OF ILLINOIS)
 COUNTY OF Tazewell) SS.

I, the undersigned, a Notary Public in and for the State of Illinois, DO HEREBY CERTIFY that, Karen Jill Seime, 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, sealed and delivered said instrument as her free and voluntary act in her capacity as Trustee of the KJHS Family Trust, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 2 day of May, 2022.

Amy J Sangalli
 Notary Public

Exempt under 35 ILCS 200/31-45(b)
 of the Real Estate Transfer Tax Act



 Buyer, Seller or Representative

Date: _____, 2022

Attachment: Sieme, Karen Dedication of ROW May 2 22 (3127 : Resolution No. 437-22/23 Accepting Right of Way Dedication)

EXHIBIT A
(Legal Description)

P.I.N. 04-04-36-116-013

A part of the Northwest Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 36, Township 25 North, Range 5 West of the Third Principal Meridian; thence South 30 feet to a point in the Southerly right of way line of Sheridan Road; thence West along the South right of way line of Sheridan Road, 336 feet to the Point of Beginning; thence South 0 degrees 04 minutes 10 seconds East, a distance of 173.0 feet; thence South 89 degrees 43 minutes 0 seconds West, 155.80 feet to a point, said point being at the Northwest corner of Lot 98 in Greenbrier Section Two; thence North along the East line of Parkway Drive, 173.0 feet to a point; thence Easterly 155.92 feet to the Point of Beginning; situated in Tazewell County, Illinois.

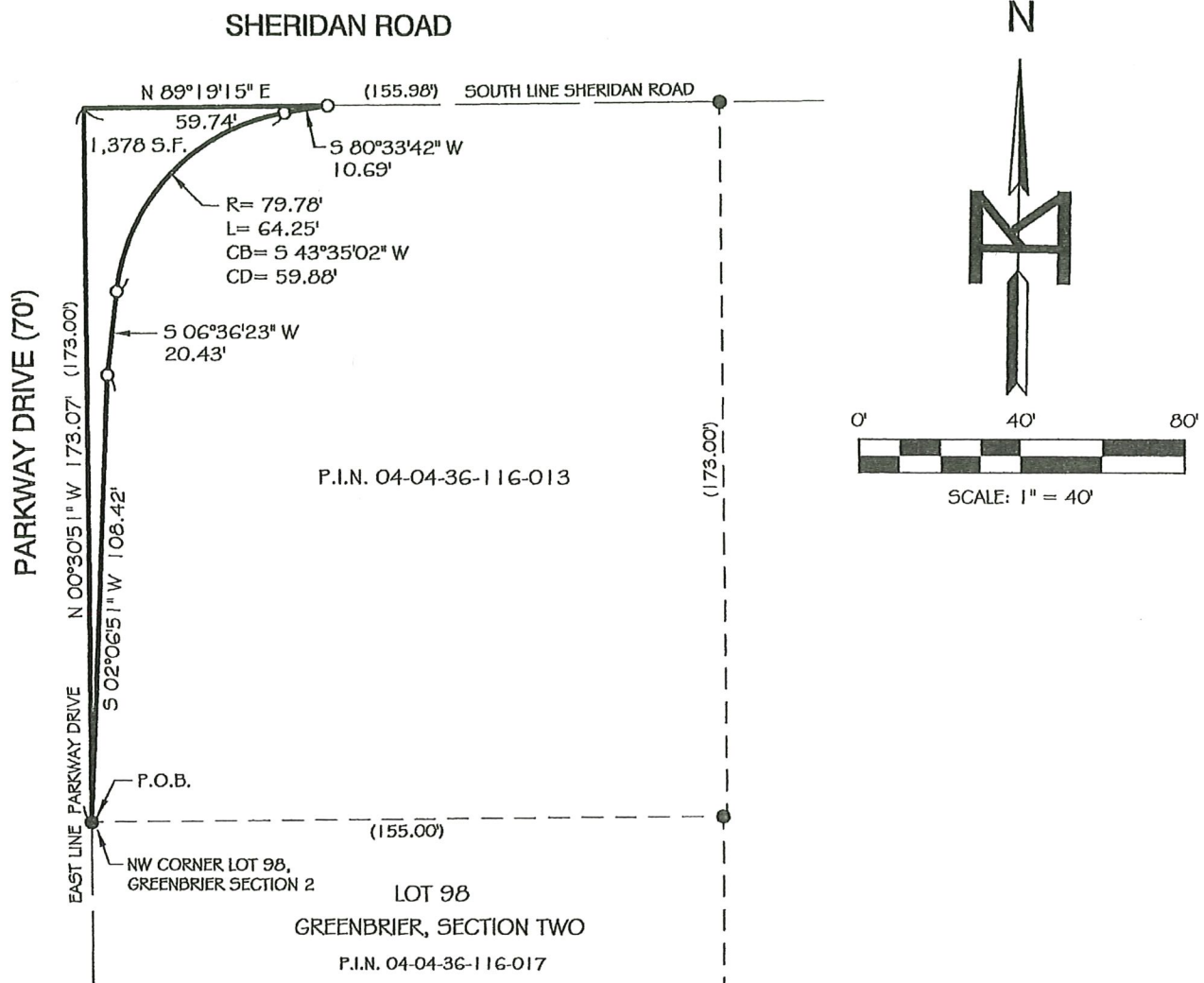
COMMONLY KNOWN AS: 2200 SHERIDAN RD. PEKIN, IL 61554

**EXHIBIT B
(Plat of Survey)**

Attachment: Sieme, Karen Dedication of ROW May 2 22 (3127 : Resolution No. 437-22/23 Accepting Right of Way Dedication)

RIGHT-OF-WAY PLAT

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP-25-NORTH,
RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.



LEGEND

	DEED LINE
	RIGHT-OF-WAY
	ADJACENT PROPERTY
S 02°06'51" W 108.42'	MEASURED BEARING & DISTANCE
(155.00')	RECORD DISTANCE
●	IRON ROD/ PIPE/ TUBECO
○	SET IRON ROD
S.F.	SQUARE FEET
P.O.B.	POINT OF BEGINNING

NOTES

- 1) IT IS NOT WARRANTED THAT THIS RIGHT-OF-WAY PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
- 2) FIELD WORK COMPLETED MAY, 2021.

Attachment: Sieme, Karen Dedication of ROW May 2 22 (3127 : Resolution No. 437-22/23 Accepting Right of Way Dedication)



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.

5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com

Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

RIGHT-OF-WAY PLAT

SURVEYED	MDP
DRAWN	JEF
CHECKED	MWM
SCALE	1" = 40'
DATE	5/12/21

CITY OF PEKIN

PROJECT NO.	21-163
SHEET 1 OF 2	
DRAWING NO.	SHERIDAN

RIGHT-OF-WAY PLAT

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP-25-NORTH,
RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS.

DESCRIPTION

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36 TOWNSHIP-25-NORTH, RANGE-5-WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 98 OF GREENBRIER SUBDIVISION SECTION TWO, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SAID SECTION 36, THENCE NORTH 00 DEGREES 30 MINUTES 51 SECONDS WEST, (BEARINGS BASED ON THE ILLINOIS STATE PLANE, WEST ZONE, NAD83, 2011 ADJUSTMENT), ALONG THE EAST LINE OF PARKWAY DRIVE, A DISTANCE OF 173.07 FEET TO THE SOUTH LINE OF SHERIDAN ROAD; THENCE NORTH 89 DEGREES 19 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SHERIDAN ROAD, A DISTANCE OF 59.74 FEET; THENCE SOUTH 80 DEGREES 33 MINUTES 42 SECONDS WEST, A DISTANCE OF 10.69 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 79.78 FEET AND AN ARC LENGTH OF 64.25 FEET SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH 43 DEGREES 35 MINUTES 02 SECONDS WEST, A DISTANCE OF 59.88 FEET; THENCE SOUTH 06 DEGREES 36 MINUTES 23 SECONDS WEST, A DISTANCE OF 20.43 FEET; THENCE SOUTH 02 DEGREES 06 MINUTES 51 SECONDS WEST, A DISTANCE OF 108.42 FEET TO THE POINT OF BEGINNING CONTAINING 1378 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY RESTRICTIONS, EASEMENTS, AND RIGHT-OF-WAY OF RECORD.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF PEORIA) SS

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 25 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, TAZEWELL COUNTY, ILLINOIS, AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE ATTACHED RIGHT OF WAY PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1 INCH = 40 FEET.

WE FURTHER STATE THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

DATED THIS 12th DAY OF MAY, 2021.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

Jeffrey E. Franklin

JEFFREY E. FRANKLIN

ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3230
5901 N. PROSPECT RD., SUITE 6B, PEORIA, IL 61614
PHONE: (309)692-8500, WEB SITE: WWW.MOHRANDKERR.COM
JEFRANKLIN@MOHRANDKERR.COM



LICENSE EXPIRES NOVEMBER 30, 2022



MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
5901 N. Prospect Road, Suite 6B
Peoria, Illinois 61614
www.mohrandkerr.com
Office: (309) 692-8500
Fax: (309) 692-8501
Professional Design Firm #184.005091

RIGHT-OF-WAY PLAT

SURVEYED	MDP
DRAWN	JEF
CHECKED	MWM
SCALE	1" = 40'
DATE	5/12/21

CITY OF PEKIN

PROJECT NO.	21-163
SHEET	2 OF 2
DRAWING NO.	SHERIDAN



REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No.3082-22/23 Variance Request by Jacob Shreffler at 2423 Tazewell Street (Case V 2022-05)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A variance request submitted by Jacob and Megan Shreffler to allow for the use of white rock instead of concrete materials for an access drive beyond concrete apron from public thoroughway to existing structure on property located at 2423 Tazewell Road. Said property being zoned R-4 Single Family Residential with a legal description of SEC 1 T24N R5W BLUFF'S ADDN #1 LOT 23 NE1/4, with the following P.I.N. 04-10-01-205-013, in Tazewell County, Illinois.

The applicant indicates that the property currently has no vehicle access for a 30 x 40 barn structure located behind the residence. The proposed plan includes the addition of a second concrete approach from the public roadway to a gate adjoined to the primary residence. Upon entering the gate, the applicant is requesting to use white rock used for vehicle access from the gate to the barn structure on the north side of the property. This plan also includes the future addition of a concrete pad on the south side of the barn structure adjoining the white rock drive.

The applicant notes that the white rock would not be significantly visible from the public roadway as the transition from the concrete approach to the white rock would occur at the gate used to access the side and rear yard of the residence. In total, the applicant states that white rock would result in substantial cost savings when compared to the cost of concrete.

The proposed white rock driveway conflicts with City Code Section 4-3-9-1(2)(c)(5) and Section 4-3-9-1(6) requiring the use of concrete, asphalt, or brick pavers for the purpose of parking areas and driveways. The proposal also conflicts with 4-3-9-1(2)(c)(7) which precludes new or the expansion of gravel or similar materials for driveways and/or other parking areas. The addition of a second driveway within the site design conflicts with the language in Section 4-3-9-1(2)(c)(4) which restricts single-family residential lots to a single driveway. This item was brought before the Zoning Board of Appeals during the May 11th meeting who recommended approval with no conditions.

FINANCIAL IMPACT:

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

IMPACT IF APPROVED: Request will be approved as recommended by the Zoning Board of Appeals.

IMPACT IF DENIED: Request will not be approved as recommended by the Zoning Board of Appeals.

ALTERNATIVES:

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2022

Date:

Ordinance No. 3082-22/23 Variance Request by Jacob & Megan Shreffler at 2423 Tazewell Street (Case V 2022-05)

WHEREAS, Jacob and Megan Shreffler (“Petitioners”) are the owner of the property located at 2423 Tazewell Road, Pekin, Illinois (the “Property”); and

WHEREAS, Petitioner has applied to the City for a variance to the provisions of section 4-3-9-1 of the City Zoning Code to allow the use of white rock instead of concrete materials for a driveway from the residence to a barn structure on the Property, as depicted in the petition attached hereto as Exhibit A; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the requested; and

WHEREAS, the City Council of the City of Pekin finds that the Petition meets the standards for variance set forth in section 4-3-2-1-2 of the City Zoning Code.

NOW, THEREFORE, BE IT ORDAINED 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 are adopted herein.

Section 2. The variance requested by Petitioner to allow the use of white rock material for a driveway on the property from the concrete approach to a barn structure on the Property, as set forth in Exhibit A attached hereto, is approved.

Section 3. The variance shall be in effect as of the effective date of this Ordinance.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith, excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

MAYOR

ATTEST:

CITY CLERK



Planning and Zoning Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

Board of Appeals Application for Consideration

Type of Request (check one): ☐ A. Special Use (\$85) ☒ B. Residential Variance (\$85) ☐ C. Non-Residential Variance (\$85) ☐ D. Map Amendment/Rezoning (\$75) ☐ E. Annexation (\$75)	Request Property Address or PIN: <u>2423 Tazewell St.</u>
	Current Zoning (if known): <u>Residential</u>
	Proposed Zoning (if rezoning request): <u>—</u>
	Current Use: <u>Side yard</u>
	Proposed Use (if different): <u>access to barn</u>

Property Owner Name:	Jacob & Megan Shreffler
Mailing Address:	2423 Tazewell Street
Phone:	(309) 613-4744 / (309) 613-4746
Alternative Phone:	↑ Jacob ↑ Megan
E-Mail Address:	jacob.shreffler05@gmail.com

Applicant Name (if different):	—
Mailing Address:	—
Phone:	—
Alternative Phone:	—
E-Mail Address:	—



Planning and Zoning Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

II. Payment: Payment of the amount indicated on the first page to accompany your application. If making payment via check, please make payment payable to the "City of Pekin".

III. Variance: If requesting a variance, you must complete and attach this page to your application:

1. Variances are intended to relieve situations involving a hardship in meeting Zoning Code requirements. What is the hardship that this variance request is intended to relieve? Examples of hardships can include the topography of the lot, unique shape of the lot or other physical conditions that prevent the request from meeting the requirements of the Zoning Code.

The lot is currently a dirt road we have 2 parcels and have a completed barn but have no access to it for vehicles.

2. Is the variance needed due to special and unique circumstances not caused by the applicant's or owner's own actions?

Yes, it is 198ft off of the road. This is the only spot we could build the 30x40 Barn. We are wanting to put white rock so we don't have to concrete it the entire way.

3. Should the request be approved, will the variance negatively impact adjoining properties in any way?

No, it is solely on my own property. No one would see the white rock from the road. It would be concrete approach all the way up to our gate. Transition would be in backyard.

4. Will the variance be consistent with the purpose and intent of the Zoning Code and not alter the essential character of the locality?

No, it would not alter the character of the locality. We are trying to make our house/barn look better.

5. Does the benefit(s) of granting the variance outweighs any anticipated negative impacts to the surrounding properties (if any)?

Yes, we want to put white rock so we don't have so much concrete in the backyard 198ft would be a lot of concrete.



Planning and Zoning Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2300

Please summarize your request and explain why it is necessary:

The distance from the road to the barn is 198 feet. We are wanting to concrete the approach to the existing fence (front yard) and concrete 20ft pad off of barn. We are requesting to white rock the distance from the start of our back yard gate to the concrete pad. This will prevent us from having to concrete that long of a distance. It is very difficult pulling trailers/boats in ~~our~~ backyard currently.

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief. If an applicant is signing below, that applicant has received my approval to proceed with this request.

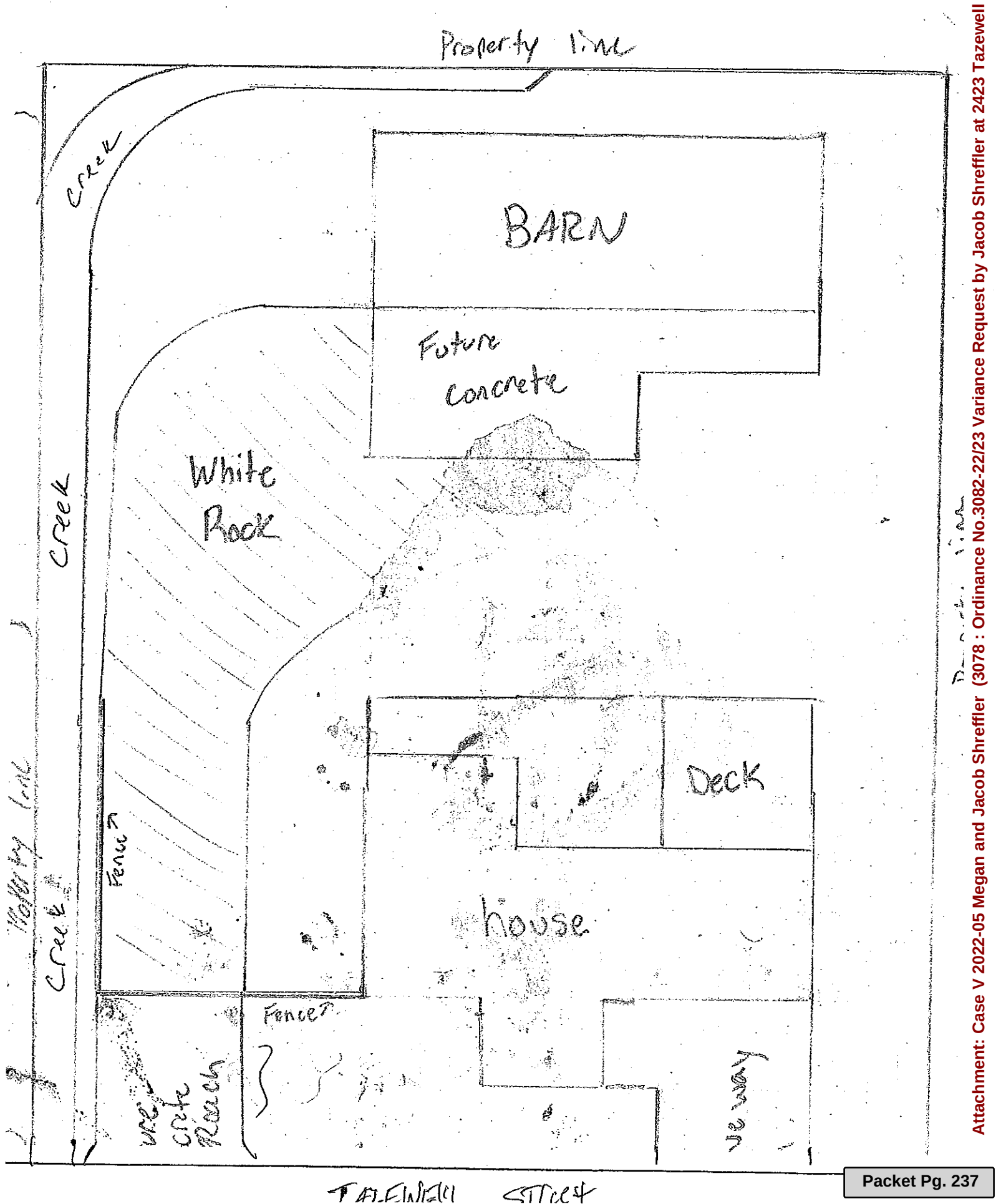
Jacob Shreffler 3/30/22
Owner Signature Date

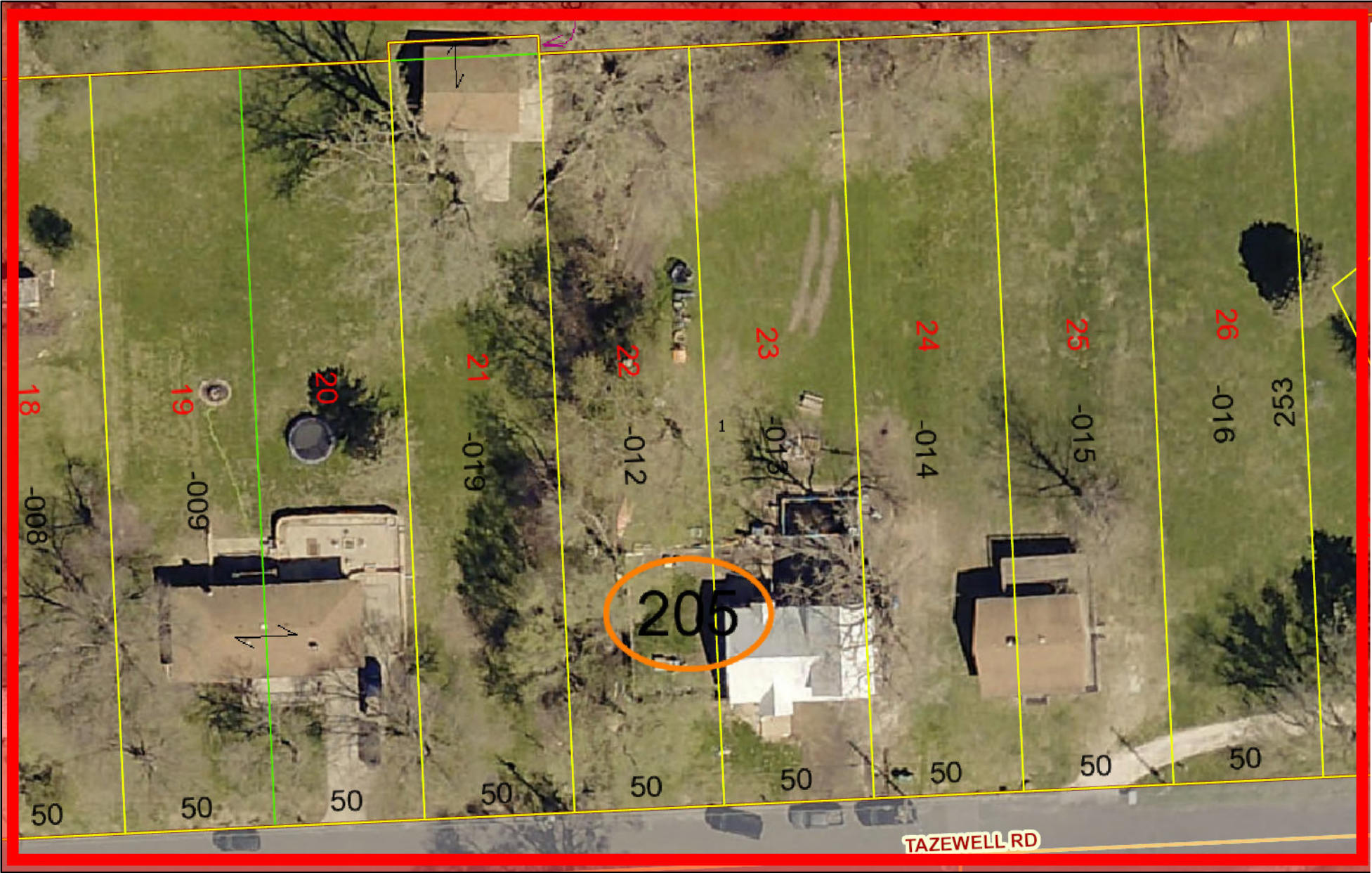
CERTIFICATION BY THE APPLICANT (if different)

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Applicant Signature

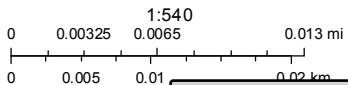
Date





- | | | |
|---------|----------|-----------|
| — I-155 | — IL 29 | — US 24 |
| — I-474 | — IL 98 | — Streets |
| — I-74 | — US 150 | |

Tazewell County GIS parcel and map records contained herein are for property tax purposes only. This information has been compiled from the most accurate source data from the public records of Tazewell County. This information must be accepted and used with the understanding that the data was collected primarily for the use and purpose of creating a Property Tax Roll per Illinois Statute. The information contained herein is for reference purposes only, and should not be relied upon as a substitute for a title search. Any reliance on the information contained herein is at the user's own risk. The Tazewell County GIS assumes no responsibility for any use of the information contained herein or any loss resulting therefrom. Users of Tazewell County GIS site assume all risk and liability when accessing any third-party site linked to this site. All data is subject to change.





REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Resolution No. 438-22/23 Authorization of Spending Authority for Riverfront Clean-up

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In preparation for the forthcoming CSO project, the City is conducting a clean-up operation on City owned riverfront property between Fayette and St. Mary Streets. The Council had previously approved spending authority for the tree clearance portion of this work, but there is also debris and trash that needs to be removed from the area. Staff is requesting up to \$150,000 in spending authority to complete this work. Expense will cover the cost of the contractor completing the work, dumpster rentals, disposal fees, and other ancillary expenses.

As the City has done in the past with other clean-ups, we are working with Burling to complete this clean-up effort on a time and material basis. Through a 2/3 majority vote, David Burling Excavating will be formally selected as the sole source contractor for the clean-up portion of this work.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$150,000

Line Item: Capital Improvement – CSO Phase 3b & 3c

Budgeted Amount: \$11,035,632

Remaining Funds: \$11,035,632

IMPACT IF APPROVED: Clean-up efforts will proceed as planned

IMPACT IF DENIED: Clean-up efforts will not proceed as planned

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.

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:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

6/10/2022

Date:

Resolution No. 438-22/23 Authorization of Spending Authority for Riverfront Clean-up

WHEREAS, in preparation for the forthcoming CSO project, the City must conduct a “clean-up” operation of City-owned property along the riverfront between Fayette and St. Mary Streets; and

WHEREAS, the City Council had previously approved a contract for the removal and clearance of trees and brush in this area; and

WHEREAS, a large amount of rubbish and debris has also accumulated in this area that must be removed before the CSO project can move forward; and

WHEREAS, staff has requested up to \$150,000 in spending authority to complete the removal of rubbish and debris from the project site; and

WHEREAS, the City has developed a relationship with David Burling Excavating, Inc. for previous clean-up projects in the City and finds it is in the best interest of the City to continue this relationship and to have David Burling Excavating, Inc. complete the clean-up work on the project site.

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 expenditure of funds in an amount not to exceed \$150,000 for the cleanup of the riverfront between Fayette and St. Mary’s Streets is approved.

Section 3. The City Manager is authorized to enter into a contract or agreement with David Burling Excavating, Inc. to perform the clean-up work under the terms set forth in the proposal attached hereto as Exhibit A.

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

MAYOR

ATTEST:

CITY CLERK

DAVID BURLING EXCAVATING

915 S. 3RD Street, Pekin, IL 61554
Office (309) 347-6368 Fax (309) 347-6235
Email: burlingexcavating@gmail.com

May 31, 2022

City of Pekin/Street Dept.
Brett Olson
1208 Koch St.
Pekin, IL 61554

Dear Brett,

This bid is in regards to the Property Cleanup Project at the Riverfront Property.

If contracted, our company would perform the following:

- **Tractor work and labor to remove the debris from the City's property (Along Front St. from Fayette St. to Elizabeth St.) The City of Pekin would be responsible for supplying the dumpsters. The City of Pekin would be responsible for the payment of the dump fees.**
- **Homer Tree Company would be responsible for the cutting down of the trees. That amount is not included in this bid.**
- **The City agrees to indemnify, defend, release, discharge, and hold harmless Burling and Son Excavating, Inc., its officers, officials, employees, and agents from any and all claims, liability or damages arising from performance of Burling and Son Excavating, Inc.'s obligations under the contract, except for matters arising from the willful and wanton conduct of Burling and Son Excavating, Inc., its officers, officials, employees, or agents.**

This job would be based on time and materials. All work is to be paid at prevailing wage. The job would be billed weekly.

If you have any questions regarding this quote, please call my office. If you find this bid to be acceptable, please mail, fax, or email me this bid with your signature on it.

You as the undersigned on this contract also agree that should any private utility that is not part of J. U. L. I. E. Inc. be damaged, David Burling & Son Excavating, Inc. (also known as David Burling Excavating, Inc.) will not be responsible for damage or repair fees.

This bid is valid for thirty days. Thank you for the opportunity to bid on this work.

Carolyn C. Burling, Pres

Carolyn C. Burling,
As President of David Burling and Son Excavating, Inc.

Mark A. Rothert

Mark Rothert
City Manager
City of Pekin, Illinois



REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3090-22/23 TIF Redevelopment Agreement with Mary Haynes (D.B.A. Maddie Mae's)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Mary Haynes, owner of Maddie Mae's located 522 Court Street, is seeking \$20,000 in TIF funding to assist with signage, roofing, and the addition of a small kitchen. The EDAC felt the proposed improvements to this highly visible property would serve as an attraction to the downtown and should be funded. 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.
- As signatory to this agreement, Mary Haynes personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms.

FINANCIAL IMPACT:

Requested Amount:	\$20,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF)	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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.

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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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/7/2022

Date:

Ordinance No. 3090-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Mary Haynes (D.B.A. Maddie Mae's) Pekin Central Business District Tax Increment Financing District

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

**MARY HAYNES
(D.B.A. MADDIE MAE'S)**

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

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
MARY HAYNES (D.B.A. MADDIE MAE'S)**

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 Mary Haynes 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/____/2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/____/2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**MARY HAYNES
(D.B.A. MADDIE MAE'S)**

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

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
MARY HAYNES (D.B.A. MADDIE MAE'S)**

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 **Mary Haynes d.b.a. Maddie Mae’s** (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 and located at 522 Court Street, Pekin, Illinois 61554 (PIN #'s 04-04-35-339-007 and 04-04-35-339-008) (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to renovate and rehabilitate the commercial building located on the Property including a new furnace, roof repair and kitchen renovations for continued operation of the Maddie Mae’s business located therein (the “Project”) based upon incentives made available by the City; and

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

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs; and

WHEREAS, pursuant to 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 Thousand and No/100 Dollars (\$20,000.00)** 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 **Twenty Thousand Dollars and No Cents (\$20,000.00)**; 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 “**Maddie Mae’s 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 Thousand Dollars (\$20,000.00)** (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 **\$20,000.00** 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 maintain continuous business operations of the Maddie Mae’s 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 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.

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 Thousand Dollars and No Cents (\$20,000.00) 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:

Mary Haynes
dba Maddie Mae's
522 Court 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 at: <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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.

[Remainder of this page left intentionally blank]

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

CITY OF PEKIN, ILLINOIS

MARY HAYNES

By: _____
Mayor

By: _____
Mary Haynes

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Mary Haynes
“Maddie Mae’s 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 including a new furnace, roof repair and kitchen renovations for continued operation of the Maddie Mae’s business located therein .

Location: 522 Court Street, Pekin, Illinois

Parcel Number: 04-04-35-339-007 & 04-04-35-339-008

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$41,625
Total Estimated Eligible Project Costs	\$41,625

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$20,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY MARY HAYNES D.B.A. MADDIE MAE'S**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Mary Haynes (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: Mary Haynes
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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3091-22/23 TIF Redevelopment Agreement with Bee-J Properties, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Tyler Seibert, owner of The Boardwalk located at 435 Court Street, is seeking \$10,000 in TIF funding to assist with bumping out the front of the building, redoing the façade and creating a new entrance to the upper story from the Court Street side for added security. The EDAC felt this is a highly visible property in the Central Business District that has been somewhat of an eyesore recently and that the proposed improvements would be benefit to the surrounding properties. 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.
- As signatory to this agreement, Tyler Seibert personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms.

FINANCIAL IMPACT:

Requested Amount:	\$10,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF)	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 3091-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Bee-J Properties, LLC Pekin Central Business District Tax Increment Financing District

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

BEE-J PROPERTIES, LLC

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

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
BEE-J PROPERTIES, 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 Bee-J Properties, 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____ / 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

BEE-J PROPERTIES, LLC

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

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
BEE-J PROPERTIES, LLC**

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 **Bee-J Properties, 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 and located at 435 Court Street, Pekin, Illinois 61554 (PIN # 04-04-35-335-011) (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 facade of the commercial building located on the Property for operation of the Boardwalk Bar 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 **Ten Thousand and No/100 Dollars (\$10,000.00)** 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 **Ten Thousand Dollars and No Cents (\$10,000.00)**; 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 “**Bee-J Properties, 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 **Ten Thousand Dollars (\$10,000.00)** (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 **\$10,000.00** 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 maintain continuous business operations of the Boardwalk Bar 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 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.
- f. As a signatory to this Agreement, Tyler Seibert guarantees payment of the unforgiven portion of the loan in the event there is a default of the terms of set forth herein.

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 Ten Thousand Dollars and No Cents (\$10,000.00) 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:

Bee-J Properties, LLC
c/o Tyler Seibert
9801 Bridgeport Way
Hanna City, Illinois 61536

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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.

[Remainder of this page left intentionally blank]

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

CITY OF PEKIN, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

**BEE-J PROPERTIES, LLC, an Illinois
Limited Liability Company**

By: _____

Name: _____

Title: _____

and

TYLER SEIBERT

Tyler Seibert

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Bee-J Properties, LLC
“Bee-J Properties, LLC 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 facade of commercial building located thereon for continued operation of the Boardwalk Bar located therein.

Location: 435 Court Street, Pekin, Illinois

Parcel Number: 04-04-35-335-011

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$85,000
Total Estimated Eligible Project Costs	\$85,000

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY BEE-J PROPERTIES, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Bee-J Properties, 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: Bee-J Properties, 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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3092-22/23 TIF Redevelopment Agreement with The Williams Branch, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Kelle Williams, one of the owners of The Williams Branch, LLC, has purchased property located at 607 and 611 Margaret Street and is seeking \$30,000 in TIF funds to assist with the complete renovation of an existing structure to help create a new daycare facility. The EDAC felt the property was located in a highly visible area and the proposed use was unique to the downtown and would be complimentary to the SUD's building, which will house up to 80 employees once renovations have been completed. The terms of the forgivable loan are as follows:

- The agreement is structured as a forgivable loan at 3% interest with a 36-month (3-year) term. Annual forgiveness of the load 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.
- As a signatory to this Agreement, Kelle Williams guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$30,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 3092-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with The Williams Branch, LLC Pekin Court Street Tax Increment Financing District

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 DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

THE WILLIAMS BRANCH, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF DISTRICT REDEVELOPMENT AGREEMENT

**BY AND BETWEEN:
THE CITY OF PEKIN AND
THE WILLIAMS BRANCH, 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 The Williams Branch, 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

THE WILLIAMS BRANCH, LLC

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
THE WILLIAMS BRANCH, LLC**

PEKIN COURT STREET 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 **The Williams Branch, 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, one such property which is owned by the Developer and located at 607 & 611 Margaret Street, Pekin, Illinois 61554 (PIN #'s 04-04-35-333-009 and 04-04-35-333-010) (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 renovate and rehabilitate the existing building located on the Property including for operation of a child care facility 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 “**The Williams Branch, 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-Third (1/3) 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 child care facility to be 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.
- e. As a signatory of the Agreement, Kelle Williams personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms set forth herein.

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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

The Williams Branch, LLC
c/o Kelle Williams
PO Box 2033
East Peoria, Illinois 61611

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

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

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on the date that is three (3) 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

**THE WILLIAMS BRANCH, LLC, an
Illinois Limited Liability Company**

By: _____

Name: _____

Title: _____

and

KELLE WILLIAMS

Kelle Williams, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**The Williams Branch, LLC
“The Williams Branch, LLC Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to rehabilitate and renovate the commercial building located thereon for a child care facility to be located therein.

Location: 607 & 611 Margaret Street, Pekin, Illinois

Parcel Number: 04-04-35-333-09 & 04-04-35-333-010

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$160,385
Total <i>Estimated</i> Eligible Project Costs	\$160,385

*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 THE WILLIAMS BRANCH, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and The Williams Branch, 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: The Williams Branch, 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.

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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3093-22/23 TIF Redevelopment Agreement with The Shoppes at Derby Plaza

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Brenda Meister, owner of The Shoppes at Derby Plaza located at 1100 Derby Street, is requesting \$15,000 in TIF funds to assist with window and door replacement as well as parking lot improvements. The EDAC felt that, as one of only 2 projects on Derby Street, this commercial center remodel should be funded to help stabilize the property to attract future tenants. 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 load 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.
- As a signatory to this Agreement, Brenda Meister guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$15,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 3093-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with The Shoppes at Derby Plaza Pekin Court Street Tax Increment Financing District

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 DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

THE SHOPPES AT DERBY PLAZA, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT****BY AND BETWEEN:
THE CITY OF PEKIN AND
THE SHOPPES AT DERBY PLAZA, 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 The Shoppes at Derby Plaza, 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

THE SHOPPES AT DERBY PLAZA, LLC

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
THE SHOPPES AT DERBY PLAZA, LLC

PEKIN COURT STREET 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 **The Shoppes at Derby Plaza, 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, one such property which is owned by the Developer and located at 1100 Derby Street, Pekin, Illinois 61554 (PIN # 04-10-02-329-001) (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 including new windows, doors and a resurfaced parking lot (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 “**The Shoppes and Derby Plaza, 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 **Fifteen Thousand 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 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.
- e. As a signatory of the Agreement, Brenda Meister personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms set forth herein.

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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

The Shoppes at Derby Plaza, LLC
c/o Brenda Meister
607 Golf Crest Court
Eureka, Illinois 61530

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

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

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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

**THE SHOPPES AT DERBY PLAZA, an
Illinois Limited Liability Company**

By: _____

Name: _____

Title: _____

and

BRENDA MEISTER

Brenda Meister, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**The Shoppes at Derby Plaza, LLC
“The Shoppes at Derby Plaza, LLC Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to rehabilitate the building located on the Property including new windows and doors and a resurfaced parking lot.

Location: 1100 Derby Street, Pekin, Illinois

Parcel Number: 04-10-02-329-001

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$35,000
Total <i>Estimated</i> Eligible Project Costs	\$35,000.00

*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 THE SHOPPES AT DERBY PLAZA, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and The Shoppes at Derby Plaza, 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: The Shoppes at Derby Plaza, 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.

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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3094-22/23 TIF Redevelopment Agreement with Tadoughs

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Rick Butler, owner of Tadoughs located at 815 N 8th Street, is requesting \$20,000 in TIF funds to assist with kitchen expansion/upgrades to help increase productivity and sales levels. The EDAC felt this business, the former Spudnuts, is well established, with a loyal following and helping them increase production will only increase the amount of sales and corresponding sales tax received by the City. 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.
- As a signatory to this Agreement, Rick Butler guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$20,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 3094-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Tadoughs Pekin Court Street Tax Increment Financing District

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 DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

TADOUGHS, INC.

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
TADOUGHS, INC.**

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 Tadoughs, Inc. 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

TADOUGHS, INC.

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
TADOUGHS, INC.**

PEKIN COURT STREET 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 **Tadoughs, Inc., an Illinois Corporation** (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, one such property which is owned by the Developer and located at 815 N. 8th Street, Pekin, Illinois 61554 (PIN # 04-04-35-304-005) (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 kitchen of the existing commercial building located on the Property for continued operation of the Tadoughs 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 **Twenty Thousand and No/100 Dollars (\$20,000.00)** 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 **Twenty Thousand Dollars and No Cents (\$20,000.00)**; 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 “**Tadoughs, Inc. 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 Thousand Dollars (\$20,000.00)** (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 \$20,000.00 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 Tadoughs 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.
- e. As a signatory of the Agreement, Rick Butler personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms set forth herein.

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 Thousand Dollars and No Cents (\$20,000.00) 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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

Tadoughs, Inc.
c/o Rick Butler
815 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 at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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

TADOUGHS, INC., an Illinois Corporation

By: _____

Name: _____

Title: _____

and

RICK BUTLER

Rick Butler, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Tadoughs, Inc.
“Tadoughs, Inc. Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to rehabilitate the kitchen of the building located on the Property for continued operation of the Tadoughs business located therein.

Location: 815 N. 8th Street, Pekin, Illinois

Parcel Number: 04-04-35-304-005

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$50,429
Total <i>Estimated</i> Eligible Project Costs	\$50,429.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$20,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY TADOUGHS, INC.**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Tadoughs, Inc. (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: Tadoughs, Inc.
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.

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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3095-22/23 TIF Redevelopment Agreement with Reprise Productions, Inc.

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Nona Buster, owner of Reprise Productions, Inc. located 407 Court Street, is seeking \$10,000 in TIF funding to assist with signage, HVAC, flooring and other improvements. The applicant is looking to make other substantial improvements to the property to open it up as a community theater. The Economic Development Advisory Committee felt this business was unique to the area and helped improve a building located in the downtown and should be supported. 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.
- As signatory to this agreement, Nona Buster personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms.

FINANCIAL IMPACT:

Requested Amount:	\$10,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF)	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/7/2022

Date:

Ordinance No. 3095-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Reprise Productions, LLC Pekin Central Business District Tax Increment Financing District

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

REPRISE PRODUCTIONS, INC.

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

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
REPRISE PRODUCTIONS, INC.**

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 Reprise Productions, Inc. 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____ / 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____ / 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

REPRISE PRODUCTIONS, INC.

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

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
REPRISE PRODUCTIONS, INC.**

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 **Reprise Productions, Inc., an Illinois Corporation** (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 and located at 407 Court Street, Pekin, Illinois 61554 (PIN # 04-04-34-435-005) (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 building located on the Property including updating the HVAC system, flooring, electrical, plumbing and painting the walls (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 **Ten Thousand and No/100 Dollars (\$10,000.00)** 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 **Ten Thousand Dollars and No Cents (\$10,000.00)**; 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 “**Reprise Productions, Inc. 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 **Ten Thousand Dollars (\$10,000.00)** (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 **\$10,000.00** 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 maintain continuous operations of the business located on the Property upon timely completion of the Project.
 - 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.
- f. As a signatory to this Agreement, Nona Buster guarantees payment of the unforgiven portion of the loan in the event there is a default of the terms of set forth herein.

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 Ten Thousand Dollars and No Cents (\$10,000.00) 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:

Reprise Productions, Inc.
c/o Nona Buster
2209 Scenic View Ct.
Pekin, Illinois 61554

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at: <https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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.

[Remainder of this page left intentionally blank]

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

CITY OF PEKIN, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

**REPRISE PRODUCTIONS, INC., an
Illinois Corporation**

By: _____

Name: _____

Title: _____

and

NONA BUSTER

Nona Buster

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Reprise Productions, Inc.
“Reprise Productions, Inc. 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 building located thereon including updates to the HVAC system, flooring, electrical, plumbing and painting the walls.

Location: 407 Court Street, Pekin, Illinois

Parcel Number: 04-04-34-435-005

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$338,752
Total Estimated Eligible Project Costs	\$338,752

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
REPRISE PRODUCTIONS, INC.**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Reprise Productions, Inc. (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: Reprise Productions, Inc.
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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3096-22/23 TIF Redevelopment Agreement with Filarski Beverages, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Nick Filarski, owner of Broadway Liquor at 2100 Broadway Road, is requesting \$30,000 in TIF funds to assist with block repairs, painting, parking lot repairs and lighting improvements. The EDAC felt this property was located at one of Pekin's main entry points into the community and highly visible, and that the exterior improvements will help increase sales at that location. The terms of the forgivable loan are as follows:

- The agreement is structured as a forgivable loan at 3% interest with a 36-month (3-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.
- As a signatory to this Agreement, Nick Filarski guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$30,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 3096-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Filarski Beverages, LLC Pekin Court Street Tax Increment Financing District

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 DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

FILARSKI BEVERAGES, LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF DISTRICT REDEVELOPMENT AGREEMENT

**BY AND BETWEEN:
THE CITY OF PEKIN AND
FILARSKI BEVERAGES, 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 Filarski Beverages, 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

FILARSKI BEVERAGES, LLC

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
FILARSKI BEVERAGES, LLC**

PEKIN COURT STREET 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 **Filarski Beverages, 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, one such property which is owned by the Developer and located at 2100 Broadway Street, Pekin, Illinois 61554 (PIN # 04-10-01-100-022) (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 including block repair, security lighting and parking lot repairs for continued operation of Broadway Liquor 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 **“Filarski Beverages, 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-Third (1/3) 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 Broadway Liquor 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.
- e. As a signatory of the Agreement, Nick Filarski personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms set forth herein.

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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

Filarski Beverages, LLC
c/o Nick Filarski
1521 Martha
Pekin, Illinois 61554

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

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

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on the date that is three (3) 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

**FILARSKI BEVERAGES, LLC, an Illinois
Limited Liability Company**

By: _____

Name: _____

Title: _____

and

NICK FILARSKI

Nick Filarski, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Filarki Beverages, LLC
“Filarski Beverages, LLC Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to rehabilitate and renovate the commercial building located on the Property including block repair, security lighting and parking lot repairs for continued operation of the Broadway Liquor business located therein.

Location: 2100 Broadway, Pekin, Illinois

Parcel Number: 04-10-01-100-022

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$105,000
Total <i>Estimated</i> Eligible Project Costs	\$105,000.00

*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 FILARSKI BEVERAGES, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Filarski Beverages, 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: Filarski Beverages, 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.

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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3097-22/23 TIF Redevelopment Agreement with Dawson Property/Kountry Nook

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 roof repairs, tuck-pointing, siding, electrical, HVAC and other improvements. Currently Kountry Nook occupies a portion of the building and the owner is seeking funds to help stabilize the property and help prepare the remaining space for potential lease. The EDAC felt this property was located in a highly visible location and the owner is making a substantial personal investment so the City's TIF funds would be a good investment to help stabilize this area. The terms of the forgivable loan are as follows:

- The agreement is structured as a forgivable loan at 3% interest with a 36-month (3-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.
- As a signatory to this Agreement, Ian Dawson guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$30,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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 bond 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:

City Manager:

Mark A. Rothert
Mark A. Rothert, City Manager 6/10/2022

Date:

Ordinance No. 3097-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Dawson Property/Kountry Nook Pekin Court Street Tax Increment Financing District

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 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 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**IAN DAWSON
(KOUNTRY NOOK)**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**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 13th day of June, 2022, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Ian Dawson** (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, one such property which is owned by the Developer and located at 212 N. Capitol Street, Pekin, Illinois 61554 (PIN # 04-04-34-421-001 & 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 commercial building located on the Property including repair or replacement of the roof, brick exterior, foundation, doors, and windows for continued operation of Kountry Nook retail store 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 “**Ian Dawson 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-Third (1/3) 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.

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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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
d.b.a. 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 at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on the date that is three (3) 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

By: _____
Mayor

Ian Dawson, Individually

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Ian Dawson
“Ian Dawson Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to renovate and rehabilitate the existing commercial building located on the Property including repair or replacement of the roof, brick exterior, foundation, doors, and windows for continued operation of Kountry Nook retail store located therein .

Location: 212 North Capitol, Pekin, Illinois

Parcel Number: 04-04-34-421-001 & 04-04-34-421-013

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$273,000
Total <i>Estimated</i> Eligible Project Costs	\$273,000.00

*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**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
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.

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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3098-22/23 TIF Redevelopment Agreement with Cobbler Corner, Inc.

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Safije Rrushaj, one of the owners of Cobbler Corner located at 1534 N 8th Street, is requesting \$10,000 in TIF funds to assist with roof repairs, parking lot improvements and interior improvements. The EDAC felt this property was located at one of Pekin's main entry points into the community and was highly visible. In addition, given the long-standing nature of the business they felt it was a low risk investment for the City and they recommend approval of the request. 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 load 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.
- As a signatory to this Agreement, Safije Rrushaj guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$10,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/7/2022

Date:

Ordinance No. 3098-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Cobbler Corner, Inc. Pekin Court Street Tax Increment Financing District

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 DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

COBBLER CORNER, INC.

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT****BY AND BETWEEN:
THE CITY OF PEKIN AND
COBBLER CORNER, INC.**

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 Cobbler Corner, Inc. 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

COBBLER CORNER, INC.

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
COBBLER CORNER, INC.**

PEKIN COURT STREET 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 **Cobbler Corner, Inc., an Illinois Corporation** (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, one such property which is owned by the Developer and located at 1534 N. 8th Street, Pekin, Illinois 61554 (PIN # 04-04-35-111-001) (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 restaurant building located on the Property including updates to the roof, parking lot, and interior (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 **Ten Thousand and No/100 Dollars (\$10,000.00)** 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 **Ten Thousand Dollars and No Cents (\$10,000.00)**; 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 “**Cobbler Corner, Inc. 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 **Ten Thousand Dollars (\$10,000.00)** (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 \$10,000.00 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 restaurant 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.
- e. As a signatory of the Agreement, Safije Rrushaj personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms set forth herein.

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 Ten Thousand Dollars and No Cents (\$10,000.00) 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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

Cobbler Corner, Inc.
c/o Safije Rrushaj
1534 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 at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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

COBBLER CORNER, INC., an Illinois Corporation

By: _____

Name: _____

Title: _____

and

SAFIJE RRUSHAJ

Safije Rrushaj, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Cobbler Corner, Inc.
“Cobbler Corner, Inc. Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to rehabilitate the building located on the Property including updates to the roof, parking lot, and interior.

Location: 1534 N. 8th Street, Pekin, Illinois

Parcel Number: 04-04-35-111-001

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$71,500
Total <i>Estimated</i> Eligible Project Costs	\$71,500.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY COBBLER CORNER, INC.**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Cobbler Corner, Inc. (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: Cobbler Corner, Inc.
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.

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: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3099-22/23 TIF Redevelopment Agreement with Center for Prevention of Abuse

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Center for Prevention of Abuse is requesting \$10,000 in TIF funds to assist with the cost of preparing architectural and engineering plans for a new facility proposed to be located on City-owned land at 121 2nd Street. The EDAC felt this project would help develop vacant property, increase traffic, lighting and increase public safety. 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 load 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.
- As a signatory to this Agreement, ??? guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$10,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 3099-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Center for Prevention of Abuse Pekin Court Street Tax Increment Financing District

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. 3099-22/23

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TIF DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

THE CENTER FOR PREVENTION OF ABUSE

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. 3099-22/23

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
THE CENTER FOR PREVENTION OF ABUSE**

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 The Center for Prevention of Abuse 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

THE CENTER FOR PREVENTION OF ABUSE

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
THE CENTER FOR PREVENTION OF ABUSE

PEKIN COURT STREET 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 **The Center For Prevention of Abuse, an Illinois Not-For-Profit Corporation** (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, one such property which is to be acquired by the Developer and located at 121 S. 2nd Street, Pekin, Illinois 61554 (PIN # 04-04-34-455-005) (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 construct a new building located on the Property to be used for office space and an emergency shelter (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 **Ten Thousand and No/100 Dollars (\$10,000.00)** 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 **Ten Thousand Dollars and No Cents (\$10,000.00)**; 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.
 6. This Agreement is contingent, in its entirety, on the Developer acquiring the Property.

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 “**The Center for Prevention of Abuse 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 **Ten Thousand Dollars (\$10,000.00)** (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 \$10,000.00 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 operation of the Center for Prevention of Abuse to be 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.
- e. As a signatory of the Agreement, Carol Merna personally guarantees repayment of the unforgiven portion of the Loan in the event there is a default of any of the terms set forth herein.

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 Ten Thousand Dollars and No Cents (\$10,000.00) 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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

The Center for Prevention of Abuse
c/o Carol Merna
PO Box 3855
Peoria, Illinois 61612

To City:

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

With copy to:

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

Q. SUCCESSORS IN INTEREST

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

R. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

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

S. INDEMNIFICATION OF CITY

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

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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

THE CENTER FOR PREVENTION OF ABUSE, an Illinois Not-For-Profit Corporation

By: _____

Name: _____

Title: _____

and

Carol Merna

Carol Merna, Individually

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**The Center for Prevention of Abuse
“The Center for Prevention of Abuse Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer shall acquire the Property and is proceed with plans to construct a new building located on the Property for use as office space and an emergency shelter.

Location: 121 S. 2nd Street, Pekin, Illinois

Parcel Number: 04-04-34-455-005

Estimated Eligible Project Costs:

Professional Fees (Engineering, Architectural, etc.)	\$140,000
Total <i>Estimated</i> Eligible Project Costs	\$140,00.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$10,000.00**.

Attachment: Pekin Court Street TIF The Center for Prevention and Abuse RDA 8 June 2022 (3115 : Ordinance No. 3099-22/23 TIF

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY THE CENTER FOR PREVENTION OF ABUSE**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and The Center for Prevention of Abuse (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: The Center for Prevention of Abuse
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

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

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

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

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: June 13, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 4000-22/23 TIF Redevelopment Agreement with Antonini Investment

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Dennis Antonini, owner of the Antonini Depot located at 230 Broadway Street, is requesting \$10,000 in TIF funds to assist with tuck-pointing and parking lot repairs. The EDAC felt this was a historic property located in a highly visible area and an investment to help stabilize it would be a sound investment. 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 load 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.
- As a signatory to this Agreement, Dennis Antonini guarantees payment of the unforgiven portion of the loan in the event there is a default.

FINANCIAL IMPACT:

Requested Amount:	\$10,000	
Line Item:	270-270-591200 (CBD TIF)	277-277-591200 (BDD)
Budgeted Amount:	\$141,618 (CBD TIF) and	\$600,000 (BDD)
Remaining Funds:	\$741,618 combined total	

IMPACT IF APPROVED: Project moves forward

IMPACT IF DENIED: Project does not move forward or scope is reduced

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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Ordinance No. 4000-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Antonini Investment Pekin Court Street Tax Increment Financing District

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 DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

THE CITY OF PEKIN

AND

**DENNIS ANTONINI
(D.B.A. ANTONINI DEPOT)**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 13TH DAY OF JUNE, 2022.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TIF
DISTRICT REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN:
THE CITY OF PEKIN AND
DENNIS ANTONINI (D.B.A. ANTONINI DEPOT)**

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 Dennis Antonini 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 13th day of June, 2022.

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 13th day of June, 2022 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 ____/ ____/ 2022
Mayor, City of Pekin

ATTEST: _____, Date: ____/ ____/ 2022
City Clerk, City of Pekin

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

**DENNIS ANTONINI
(D.B.A. ANTONINI DEPOT)**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

JUNE 13, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
DENNIS ANTONINI (D.B.A. ANTONINI DEPOT)**

PEKIN COURT STREET 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 **Dennis Antonini d.b.a. Antonini Depot** (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, one such property which is owned by the Developer and located at 230 Broadway Street, Pekin, Illinois 61554 (PIN # 04-10-03-209-005) (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 including brick tuck pointing and parking lot 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 **Ten Thousand and No/100 Dollars (\$10,000.00)** 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 **Ten Thousand Dollars and No Cents (\$10,000.00)**; 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 “**Dennis Antonini 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 **Ten Thousand Dollars (\$10,000.00)** (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 \$10,000.00 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 operation of the 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.

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 Ten Thousand Dollars and No Cents (\$10,000.00) 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.
7. The Developer may submit for prior approval by the City as TIF Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF 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:

Dennis Antonini
dba Antonini Depot
107 Donna 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 at: <https://www.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

T. ENTIRE AGREEMENT

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

U. WARRANTY OF SIGNATORIES

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

V. TERM OF THE AGREEMENT

This Agreement shall expire on 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

DENNIS ANTONINI

By: _____
Mayor

Dennis Antonini, Individually

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Dennis Antonini
“Dennis Antonini Redevelopment Project”**

Pekin Court Street TIF District, City of Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to rehabilitate the building located on the Property including brick tuck pointing and parking lot repair.

Location: 230 Broadway Street, Pekin, Illinois

Parcel Number: 04-10-03-209-005

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$55,000
Total <i>Estimated</i> Eligible Project Costs	\$55,000.00

*The Developer’s total reimbursement of Eligible Project Costs under Sections C of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN COURT STREET TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY DENNIS ANTONINI**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated June 13, 2022
by and between the City of Pekin, Illinois, and Dennis Antonini (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: Dennis Antonini
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

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

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

6. Attached to this Request for Reimbursement is ***Exhibit "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: June 13, 2022
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 439-22/23 Annual Support of Peoria Area Convention and Visitors Bureau

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The Peoria Area Convention and Visitors Bureau (rebranded as DISCOVER PEORIA) works hand in hand with communities in its eight county service area to create economic growth through sales and marketing efforts to bring more sporting events, meetings, conventions and leisure tourists to our area. The attached resolution authorizes the City of Pekin's continued annual support to the organization to maintain their marketing and support of tourism in the area and in Pekin.

In return, Discover Peoria will provide the following services to the City:

- Promotion of ALL Hospitality Businesses within Pekin that includes:
 - Company logo, Description, URL on Discover Peoria Website
 - Quarterly Networking Events with other Discover Peoria Partners
 - Spotlights on the Discover Peoria Social Channels
 - Insider-information on community opportunities with first right of refusal to participate
- Dedicated Pekin Landing Page on Discover Peoria Website
- Dedicated Marigold Festival Landing Page on Discover Peoria Website
- Support Christmas on Court (Share Networks and Update Logo)
- Unlimited Listings on Discover Peoria Calendar of Events (Self-generated)
- Discounted rate for a full-page advertisement in the Discover Peoria Discovery Guide (bi-annual publication)
- Discover Peoria Social Media Promotion
- Market Pekin to Leisure Travelers
- Promotion through Illinois Office of Tourism website and special marketing promotions
- Seat on the Discover Peoria Board - voting
- Consultation(s) with Discover Peoria staff (Finance, Sales, Marketing, Experience)
- Transition EnjoyPekin.com to DiscoverPekin.com (domain currently owned by Discover Peoria)

The Tourism Committee met on 8/2/21 to discuss this funding request and unanimously approved it. Funds will come from the Tourism Fund. Staff also recommends approval.

Requested Amount: \$20,000
 Line Item: 208-208-551600
 Budgeted Amount: \$47,500
 Remaining Funds: \$47,500

IMPACT IF APPROVED: PACVB/Discover Peoria will be supported by the City

IMPACT IF DENIED: PACVB/ Discover Peoria will not be supported by the City

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.
	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:

City Manager:**Mark A. Rothert**

Mark A. Rothert, City Manager

6/10/2022

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Resolution No. 439-22/23 Annual Support of Peoria Area Convention and Visitors Bureau

WHEREAS, the Peoria Area Convention and Visitors Bureau (“PACVB”) works hand in hand with communities in its eight county service area to create economic growth through sales and marketing efforts to bring more sporting events, meetings, conventions and leisure tourists to our area; and

WHEREAS, the City of Pekin has long supported the PACVB by making an annual financial contribution from the City’s Tourism Fund; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interests of the City, its residents, and its businesses to continue its support of the PACVB.

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 adopted herein.

Section 2. The Mayor or City Manager are authorized to execute the “Cooperative Agreement” attached as Exhibit A with the PACVB and the City Manager is authorized and directed to make a financial contribution in the amount of \$20,000 to the PACVB from the City’s Tourism Fund.

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: June 13, 2022
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is to award the 2022 Sidewalk Improvement project contract to Illinois Civil Contractors, Inc. (ICCI). This project is to remove and replace sidewalks, alley approaches, and associated curb at various locations within the City. The City received 2 bids for this project. The low bid of \$174,189.92 was 6.5% percent above the Engineer's estimate of \$163,600.00. In reviewing the unit costs for the project, the bid seems reasonable and responsible, and staff's recommendation is to award this bid as to complete the improvement as planned.

FINANCIAL IMPACT:

Requested Amount: \$174,189.92
 Line Item: 445-041-534900
 Budgeted Amount: \$400,000.00
 Remaining Funds: \$400,000.00

IMPACT IF APPROVED: The bid will be awarded.

IMPACT IF DENIED: The bid will not be awarded.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	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.
	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:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

6/10/2022

Date:

Resolution No. 440-22/23 Award 2022 Sidewalk Improvement Project to Illinois Civil Contractors, Inc. (ICCI)

WHEREAS, the City solicited bids for the 2022 Sidewalk Improvement Project; and

WHEREAS, a public bid opening was held on June 8, 2022, at which time the City opened and received two bids for the project; and

WHEREAS, after the opening of all bids, Illinois Civil Construction, Inc. was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Illinois Civil Construction, Inc., attached hereto as Exhibit A, is reasonable and responsible.

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 proposal submitted by Illinois Civil Construction, Inc., attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract with Illinois Civil Construction, Inc. in substantially the form set forth in Exhibit B attached hereto, with such revisions and modifications as the Mayor and/or City Manager deems necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Contract 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

RETURN WITH BID


**Local Public Agency
Formal Contract
Proposal**

PROPOSAL SUBMITTED BY		
Illinois Civil Contractors, Inc.		
Contractor's Name		
426 Pinecrest Drive		
Street	P.O. Box	
East Peoria IL	61611	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

City of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2022 Sidewalk Improvements

SECTION NO.

TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date:

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Engineer
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 11:00 AM on June 8, 2022
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Engineer
City Hall, 111 S. Capitol St; Pekin, IL 61554 at 11:00 AM on June 8, 2022
 Address Time Date

DESCRIPTION OF WORK

Name 2022 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement to city and PROWAG Standards

1. Plans and proposal forms will be available in the office of City Engineer, Josie A. Esker
(309) 478-5399 jaesker@ci.pekin.il.us
 Address

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
- b. BLR 12200a Schedule of Prices
- c. BLR 12230: Proposal Bid Bond (if applicable)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2022 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement
 to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by July 22, 2022 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is \$ Bid Bond (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:~~ Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: Exhibit A - ICCI Bid (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

RETURN WITH BID



SCHEDULE OF PRICES

X See Attached

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Curb Removal	FOOT	221		
2	Pavement Removal	SQ. FT.	9183		
3	6' Ribbon Curb	FOOT	204		
4	Comb. CC&G	FOOT	147		
5	PCC Sidewalk, 4"	SQ. FT.	6469		
6	PCC Driveway/Approach, 6"	SQ. FT.	2599		
7	Aggregate Base Course	TON	150		
8	Type A Inlet w Type 11 F&G	EACH	1		
9	Traffic Control	L. SUM	1		
10	Mobilization	L. SUM	1		

Attachment: Exhibit A - ICCI Bid (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

Phone: (o) 309-694-4224 (m) 309-208-7281

Fax: 309-694-5676

Quote To:

City of Pekin

Job Name:

Pekin - 2022 Sidewalk Improvements

Bid Date:

6/8/2022

Addendum(s):

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CURB REMOVAL	221.00	FT	18.98	4,194.58
2	PAVEMENT REMOVAL	9,183.00	SF	2.89	26,538.87
3	6' RIBBON CURB	204.00	FT	71.30	14,545.20
4	COMB. CC&G	147.00	FT	73.78	10,845.66
5	PCC SIDEWALK, 4"	6,469.00	SF	10.00	64,690.00
6	PCC DRIVEWAY/APPROACH, 6"	2,599.00	SF	10.01	26,015.99
7	AGGREGATE BASE COURSE	150.00	TON	56.93	8,539.50
8	TYPE A INLET W TYPE 11 F&G	1.00	EA	3,239.34	3,239.34
9	TRAFFIC CONTROL	1.00	LS	5,129.39	5,129.39
10	MOBILIZATION	1.00	LS	10,451.39	10,451.39
GRAND TOTAL					\$174,189.92

Attachment: Exhibit A - ICCI Bid (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	<u>Tazewell</u>
Local Public Agency	<u>City of Pekin</u>
Section Number	<u></u>
Route	<u>Sidewalks</u>

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, 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.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Illinois Civil Contractors, Inc.Signed By Jeff Fierst
PresidentBusiness Address 420 Pinecrest DriveEast Peoria, IL 61611

Insert Names of Officers

President Jeff FierstSecretary Scott ReeseTreasurer Michael L. Fehr

Attest:

 Secretary

Attachment: Exhibit A - ICCI Bid (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)



Illinois Department of Transportation

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Various	N/A

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers 231
 Operator 649
 Carpenters 237
 Finishers 18A12

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
Michael L. Pehr		6.8.22
Title		
CEO		
Address	City	State Zip Code
420 Pinecrest Drive	East Peoria	IL 61611

Route	<u>2022 Sidewalk Improvements</u>
County	<u>Tazewell</u>
Local Agency	<u>City of Pekin</u>
Section	

OFFICIAL SEAL
CATHERINE L. ALDER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MAY. 07, 2023

Packet Pg. 463



THE SILVER LINING®

Bond No. 2521169

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James D. Morgason

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/PresidentState of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of June, 2022.



Heather Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Otto Baum Company, Inc.		
Contractor's Name		
866 N. Main Street		
Street	P.O. Box	
Morton	IL	61550
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF TazewellCity of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2022 Sidewalk Improvements

SECTION NO. _____

TYPES OF FUNDS Local☒ SPECIFICATIONS (required)☒ PLANS (required)

For Municipal Projects Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date: _____

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Attachment: Exhibit C - Otto Baum Bid (not low bidder) (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Engineer
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 11:00 AM on June 8, 2022
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Engineer
City Hall, 111 S. Capitol St; Pekin, IL 61554 at 11:00 AM on June 8, 2022
 Address Time Date

DESCRIPTION OF WORK

Name 2022 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement to city and PROWAG Standards

1. Plans and proposal forms will be available in the office of City Engineer, Josie A. Esker
(309) 478-5399 jaesker@ci.pekin.il.us
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: Exhibit C - Otto Baum Bid (not low bidder) (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2022 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement
 to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by July 22, 2022 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is 5% of Bid (5%).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.~~
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

Attachment: Exhibit C - Otto Baum Bid (not low bidder) (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

**SCHEDULE OF PRICES**

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Please see Attached

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Curb Removal	FOOT	221		
2	Pavement Removal	SQ. FT.	9183		
3	6' Ribbon Curb	FOOT	204		
4	Comb. CC&G	FOOT	147		
5	PCC Sidewalk, 4"	SQ. FT.	6469		
6	PCC Driveway/Approach, 6"	SQ. FT.	2599		
7	Aggregate Base Course	TON	150		
8	Type A Inlet w Type 11 F&G	EACH	1		
9	Traffic Control	L. SUM	1		
10	Mobilization	L. SUM	1		

Attachment: Exhibit C - OttoBaum Bid (not low bidder) (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)

Item #	Items	UNIT	QTY	Unit/\$	Total
1	CURB REMOVAL	FT	221.00	61.17	\$ 13,518.57
2	PAVEMENT REMOVAL	SF	9,183.00	2.89	\$ 26,538.87
3	6' RIBBON CURB	FT	204.00	87.29	\$ 17,807.16
4	COMB. CC & G	FT	147.00	69.77	\$ 10,256.19
5	PCC SIDEWALK - 4"	SF	6,469.00	11.06	\$ 71,547.14
6	PCC DRIVEWAY / APPROACH - 6"	SF	2,599.00	8.75	\$ 22,741.25
7	AGGREGATE BASE COURSE	TON	150.00	105.35	\$ 15,802.50
8	TYPE A INLET W/ TYPE 11 F & G	EA	1.00	6,586.29	\$ 6,586.29
9	TRAFFIC CONTROL	LS	1.00	4,611.41	\$ 4,611.41
10	MOBILIZATION	LS	1.00	3,090.62	\$ 3,090.62
TOTALS					\$ 192,500.00

Addenda Acknowledged: n/a

CONTRACTOR CERTIFICATIONS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, 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.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder _____
 Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



(If a corporation)

Corporate Name Otto Baum Company, Inc.

Signed By [Signature]
 President

Business Address 866 N. Main Street
Morton, IL 61550



Insert Names of Officers



President Terry Baum

Secretary Stephanie Cobb

Treasurer Scott Wallace

Attest:

[Signature: Stephanie Cobb]
 Secretary

Attachment: Exhibit C - Otto Baum Bid (not low bidder) (3122 : Resolution No. 440-22/23 to Award 2022 Sidewalk Improvement Project)



Local Agency Proposal Bid Bond

RETURN WITH BID

Route	2022 Sidewalk Improvements
County	Tazewell
Local Agency	City of Pekin
Section	

PAPER BID BOND

WE Otto Baum Company, Inc. as PRINCIPAL,
d Travelers Casualty and Surety Company of America as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8th day of June, 2022

Otto Baum Company, Inc.

(Company Name)

By:

Terry L Baum, President (Signature and Title)

(Company Name)

(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Travelers Casualty and Surety Company of America

(Name of Surety)

Surety

By:

(Signature of Attorney-in-Fact)

Miranda Leining, Attorney-in-Fact

STATE OF ILLINOIS,

COUNTY OF

I, (see attached notary insert), a Notary Public in and for said county,
do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____

My commission expires _____

(Notary Public)

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date _____

STATE OF ARIZONA

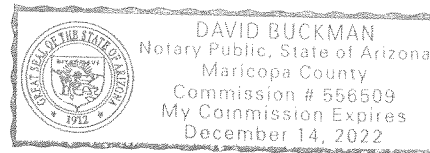
COUNTY OF MARICOPA

On this 8th day of June, 2022 before me personally appeared Miranda Leininger with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT and that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.

David Buckman
David Buckman

NOTARY STAMP

My commission expires:





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

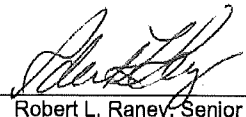
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Miranda Leininger** of **FRISCO, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April** **2021**.



State of Connecticut

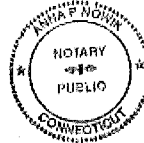
City of Hartford ss.

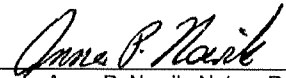
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

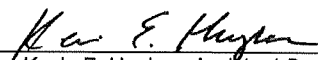
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **June**, **2022**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Various	N/A

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Mid-Central IL Regional Council of Carpenters JATC; Peoria Cement Mason, Local #18, Area 12; Peoria Iron Workers Joint Apprentice Committee (Local #112); IL Laborers and Contractor's Training Trust Fund; Peoria Operating Engineers Area Joint Apprentice Committee (Local #649); IUOE Local 841 Apprenticeship & Training; Local 965 Operating Engineers Apprenticeship; Central Illinois Carpenters JATC; Bricklayers Local #8; Champaign Cement Mason Local #143; Springfield Cement Mason Local #18; Ironworkers Local #46 JATC; Ironworkers Local #380; Central Laborers Local #477 & #703

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
Otto Baum Company, Inc.		6/8/2022
Title		
President		
Address	City	State Zip Code
866 N. Main Street	Morton	IL 61550


**Local Public Agency
Formal Contract**

PROPOSAL SUBMITTED BY		
Illinois Civil Contractors Inc.		
Contractor's Name		
420 Pinecrest Drive		
Street		P.O. Box
East Peoria	IL	61611
City	State	Zip Code

STATE OF ILLINOIS

COUNTY Tazewell
 City of Pekin
 (Name of City, Village, Town or Road District)

FOR
 STREET NAME OR ROUTE 2022 Sidewalk Improvements
 SECTION NO. _____
 TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)

☒ PLANS (required)

☒ CONTRACT BOND (when required)

For Municipal Projects
 Submitted/Approved/Passed

☒ Mayor

Date

For Municipal Projects
 Submitted/Approved/Passed

☒ Municipal Official

Date

County Tazewell
 Local Public Agency City of Pekin
 Project 2022 Sidewalk Improvements
 Route Various

1. THIS AGREEMENT, made and concluded the _____ day of June 2022
 Month and Year
 between the City of Pekin
 acting by and through its Council known as the party of the first part, an
Illinois Civil Contractors Inc. his/their executors, administrators, successors or assigns,
 known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached,
 be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to the
 presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to
 all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specification
 hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engine
 under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, and Contract Bond heret
 attached, and the Plans for
2022 Sidewalk Improvements , in the City of Pekin
 are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

Clerk

By _____

Party of the First Part

(Seal)

(If a Corporation)

Corporate Name _____

By _____

President

Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of _____

Party of the Second Part

(If an individual)

Party of the Second Part



Contract Bond

Route Various
 County Tazewell
 Local Agency City of Pekin
 Section _____

We, _____

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of _____

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

_____ (Company Name)	_____ (Company Name)
By: _____ (Signature & Title)	By: _____ (Signature & Title)
Attest: _____ (Signature & Title)	Attest: _____ (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

 (Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____
 _____ Notary Public (SEAL)

SURETY

_____ (Name of Surety)	By: _____ (Signature of Attorney-in-Fact)
---------------------------	--

STATE OF ILLINOIS.

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

 (Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____
 _____ Notary Public (SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

_____ Clerk	_____ (Awarding Authority)
_____ Clerk	_____ (Chairman/Mayor/President)

RETURN WITH BID



Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Illinois Civil Contractors, Inc.		
Contractor's Name		
426 Pinecrest Drive		
Street	P.O. Box	
East Peoria IL 61611		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Tazewell

City of Pekin

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 2022 Sidewalk Improvements

SECTION NO.

TYPES OF FUNDS Local

☒ SPECIFICATIONS (required)☒ PLANS (required)**For Municipal Projects**

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☒ Municipal Official

Date:

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

RETURN WITH BID

NOTICE TO BIDDERS

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

Sealed proposals for the improvement described below will be received at the office of City Engineer
City Hall, 111 S. Capitol St; Pekin, IL 61554 until 11:00 AM on June 8, 2022
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Engineer
City Hall, 111 S. Capitol St; Pekin, IL 61554 at 11:00 AM on June 8, 2022
 Address Time Date

DESCRIPTION OF WORK

Name 2022 Sidewalk Improvements Length: _____ feet (_____ miles)
 Location Various Locations in Pekin – See attached map
 Proposed Improvement Sidewalk and curb removal and replacement to city and PROWAG Standards

1. Plans and proposal forms will be available in the office of City Engineer, Josie A. Esker
(309) 478-5399 jaesker@ci.pekin.il.us
 Address
2. ☐ Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. BLR 12200: Local Public Agency Formal Contract Proposal
 - b. BLR 12200a Schedule of Prices
 - c. BLR 12230: Proposal Bid Bond (if applicable)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

1. Proposal of 2022 Sidewalk Improvements

for the improvement of the above section by the construction of Sidewalk and curb removal and replacement
 to PROWAG standards.

a total distance of _____ feet, of which a distance of _____ feet, (_____ miles) are to be improved.

2. The plans for the proposed work are those prepared by City of Pekin
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by July 22, 2022 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:
City of Pekin
 The amount of the check is \$ Bid Bond (_____).
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. ~~If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:~~ Section Number _____
8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



SCHEDULE OF PRICES

X See Attached

County Tazewell
 Local Public Agency City of Pekin
 Section _____
 Route Sidewalks

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Curb Removal	FOOT	221		
2	Pavement Removal	SQ. FT.	9183		
3	6' Ribbon Curb	FOOT	204		
4	Comb. CC&G	FOOT	147		
5	PCC Sidewalk, 4"	SQ. FT.	6469		
6	PCC Driveway/Approach, 6"	SQ. FT.	2599		
7	Aggregate Base Course	TON	150		
8	Type A Inlet w Type 11 F&G	EACH	1		
9	Traffic Control	L. SUM	1		
10	Mobilization	L. SUM	1		

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

Phone: (o) 309-694-4224 (m) 309-208-7281

Fax: 309-694-5676

Quote To:

City of Pekin

Job Name:

Pekin - 2022 Sidewalk Improvements

Bid Date:

6/8/2022

Addendum(s):

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CURB REMOVAL	221.00	FT	18.98	4,194.58
2	PAVEMENT REMOVAL	9,183.00	SF	2.89	26,538.87
3	6' RIBBON CURB	204.00	FT	71.30	14,545.20
4	COMB. CC&G	147.00	FT	73.78	10,845.66
5	PCC SIDEWALK, 4"	6,469.00	SF	10.00	64,690.00
6	PCC DRIVEWAY/APPROACH, 6"	2,599.00	SF	10.01	26,015.99
7	AGGREGATE BASE COURSE	150.00	TON	56.93	8,539.50
8	TYPE A INLET W TYPE 11 F&G	1.00	EA	3,239.34	3,239.34
9	TRAFFIC CONTROL	1.00	LS	5,129.39	5,129.39
10	MOBILIZATION	1.00	LS	10,451.39	10,451.39
GRAND TOTAL					\$174,189.92

RETURN WITH BID

CONTRACTOR CERTIFICATIONS

County	Tazewell
Local Public Agency	City of Pekin
Section Number	
Route	Sidewalks

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, 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.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

RETURN WITH BID

SIGNATURES

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route Sidewalks

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

Inset Names and Addressed of All Partners



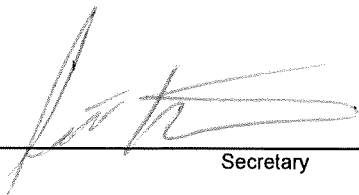
(If a corporation)

Corporate Name Illinois Civil Contractors, Inc.Signed By Jeff Fierst
PresidentBusiness Address 420 Pinecrest Drive
East Peoria, IL 61611

Insert Names of Officers

President Jeff FierstSecretary Scott ReeseTreasurer Michael L. Fehr

Attest:


 Secretary



Illinois Department of Transportation

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	Various	N/A

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers 231
 Operator 649
 Carpenters 237
 Finishers 18A12

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
Michael L. Behr		6.8.22
Title		
CEO		
Address	City	State Zip Code
420 Pinecrest Drive	East Peoria	IL 61611



Local Agency Proposal Bid Bond

RETURN WITH BID

Route 2022 Sidewalk Improvements
County Tazewell
Local Agency City of Pekin
Section _____

PAPER BID BOND

WE Illinois Civil Contractors Inc as PRINCIPAL,
and West Bend Mutual Insurance Company as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE If the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 8th day of June, 2022

Principal

Illinois Civil Contractors Inc

By: [Signature] (Company Name)
(Signature and Title)

By: _____ (Company Name)
(Signature and Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

West Bend Mutual Insurance Company
(Name of Surety)

By: [Signature]
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF MACON

I, Catherine L Ater, a Notary Public in and for said county,
do hereby certify that James D Morgason

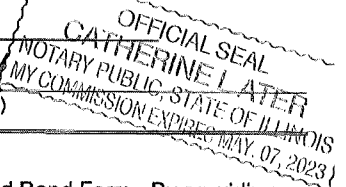
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of June, 2022

My commission expires May 7, 2022

Catherine L Ater
(Notary Public)



ELECTRONIC BID BOND

☐ Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



THE SILVER LINING®

Bond No. 2521169

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

James D. Morgason

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/PresidentState of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 8th day of June, 2022.



Heather Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



City of Pekin

Department of Public Works

SUMMARY OF WORK

The City of Pekin is accepting bids for removal and installation of PCC sidewalk, PCC Curb, and related items at various locations around Pekin, IL. The work will consist of installing sidewalk to PROWAG standards, which may include but is not limited to the removal and replacement of existing PCC sidewalk, PCC Driveways, aggregate base, grading, and curb removal and replacement.

All questions may be directed to Josie Esker at (309) 478-5399 or Hannah M. Martin at (309) 478-5348.

SCOPE OF WORK

All work will be done in accordance with the Illinois Department of Transportation Standard Specification for Road and Bridge Construction, 2022 and the Proposed Pedestrian Right of Way Accessibility Guidelines. In addition to the following:

Curb Removal (FOOT) – This work shall consist removing B6.12 curb or ribbon curb and removing enough pavement in front of the curb to be able to form for new curb. City of Pekin shall replace asphalt pavement in front of curb up to 18 inches in front of curb pan.

Pavement Removal (SF) – This work shall consist of removing damaged sections of existing concrete sidewalk and/or driveway. Any damage done to adjacent retaining walls, landscaping, or sidewalk shall be repaired at the contractor's expense. Removal locations will be marked in pink paint by City prior to bid process. Where not replacing with concrete, Contractor shall be responsible for grading, seeding, fertilizer and mulch. Cost shall be included in Pavement Removal.

Combination Concrete Curb and Gutter (FOOT) – This work shall consist of pouring curb at various locations on the job limits. Curbs shall be constructed in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 606. Two #5 dowels shall be drilled and epoxy grouted into the existing curb at each location. Curb shall either be type B.6-12 or 6" ribbon curb. See attached IDOT Standards.

PCC Sidewalk 4" (SF) – This work will include placing PCC sidewalk at various locations throughout job limits in accordance with IDOT Standard Specifications for Road and Bridge Construction Section 424, with the exception that magnesium alloy floats will be allowed for final finish. The new sidewalk will be constructed with 4" of concrete thickness. Topsoil, seeding, and nutrients for all disturbed areas shall be included in the cost of PCC Sidewalk 4".

PCC Sidewalk/Driveway 6" (SF) - This work will include placing PCC sidewalks or driveway approaches throughout job limits in accordance to IDOT Standard Specifications for Road and Bridge Construction Section 423, with the exception that magnesium alloy floats will be allowed for final finish. Pavement will be 6" thick throughout the sidewalk and approach to the street.

Aggregate Base Course (TONS) – This work will include the preparation of the subbase for the sidewalk or driveway pavement. The subgrade preparation shall consist of removing all frost within the limits of the proposed sidewalk and then tamping or rolling the subgrade until thoroughly compacted to the satisfaction of the engineer. Then 4 inches of base course aggregate material, consisting of CA-06 or CA-07 shall be placed and shall be rolled or tamped until thoroughly compacted to the satisfaction of the engineer. Recycled aggregate will be allowed. Base material shall be

Hannah Martin – Engineering Technician
111 South Capitol Street, Pekin, IL 61554
Phone (309) 478-5348* Email: hmmartin@ci.pekin.il.us

moistened immediately prior to the placement of the concrete. All related earthwork shall be included in the cost of Aggregate Base Course 4". If, at the time the aggregate is weighed, it contains more than six percent of absorbed and free moisture by weight, a deduction for the amount of moisture in excess of this amount will be made in determining the pay quantity.

Type A with Type 11 Frame and Grate (Each) – This work will consist of placing a new type A concrete structure with concrete collars and fillets around the existing storm sewer pipe. New type 11 frame and grate should be added with recessed curb box.

Traffic Control (Lump Sum) – This work shall consist of the furnishing, installation, maintenance, relocation, and removal of the equipment, supplies, and the necessary materials to provide traffic control to the project, including the signage for the sidewalk closures. The contractor shall follow the IDOT Standard Specifications for the Road and Bridge Construction Section 701 for traffic control including standards 701602-10, 701801-06, and 701901-08.

Mobilization (Lump Sum) – This work shall consist of preparatory work and operations necessary for the movement of personnel, equipment, supplies, incidentals to the project site, facilities necessary for the work on the project and for all other work or operations which must be performed or cost incurred when beginning work on the project.

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022 and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. These special provisions included herein apply to and govern the proposed improvement and in case of conflict with any part or parts of said specifications, said special provisions shall take precedence and shall govern.

CONTRACTOR INFORMATION:

The selected contractor shall supply the following to the municipality within one week of being selected.

- Certificate of insurance
- Proof of Apprenticeship Program
- One year warranty on all completed work to be delivered to municipality.
- Day and night phone numbers for the contractor's representative
- Certified Weekly Payrolls and Monthly Equal Employment Opportunity Reports
- Start and completion dates

PREVAILING WAGE:

Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

SIDEWALK CONSTRUCTION:

The construction methods to construct the sidewalk shall conform to Section 423 and 424 of the Standard Specifications for Road and Bridge Construction. The minimum cross slope shall be 1% but shall not exceed 2%. Any sections of sidewalk exceeding 2% cross slope will be removed and replaced at the contractors cost.

CONCRETE MATERIALS:

The concrete will meet the standards of the Section 1020 of the Standard Specifications for Road and Bridge Construction, except that the course aggregate shall consist of crushed limestone. Class SI concrete shall be specified

for sidewalks. All cost associated with protection of concrete due to weather temperatures shall be included in the contract.

SCHEDULE OF CONSTRUCTION:

Contractor will coordinate with the Engineer prior to beginning any work. A preconstruction meeting will be held prior to any work being performed. This meeting will be scheduled following the award of the project. All work shall be completed by July 22, 2022 unless extension granted by the City Engineer due to weather restrictions. Liquidated Damages of \$475 per calendar day will be assessed for work not finished by the completion date.

TRAFFIC CONTROL PLAN:

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these special provisions, and any special details and Highway Standards contained herein and in the Plans.

The cost of furnishing and maintaining barricades, warning signs, and warning lights, as required herein shall be included in the price of the traffic control and no additional payment shall be allowed.

RIGHTS OF THE MUNICIPALITY:

The Municipality reserves the right to increase or decrease quantities at the unit price bid and/or delete any item completely.

PAVEMENT PATCHING:

Areas of asphalt pavement, equal or less than 1.5 feet from curb front, that is damaged or intentionally removed during the removal of the curb will be repaired by the City of Pekin. Contractor shall be required to remove asphalt in front of curb in a straight line and grade and compact the subbase to within 4 inches of the surface to prepare for asphalt patching. Areas that are cut or damaged greater than 1.5 ft from curb front will be repaired by the contractor, matching existing depth and type of asphalt being replaced, as required by the City Code. This work and all materials required to perform this work will be included in the price of the contract.

MAILBOXES AND SIGNS:

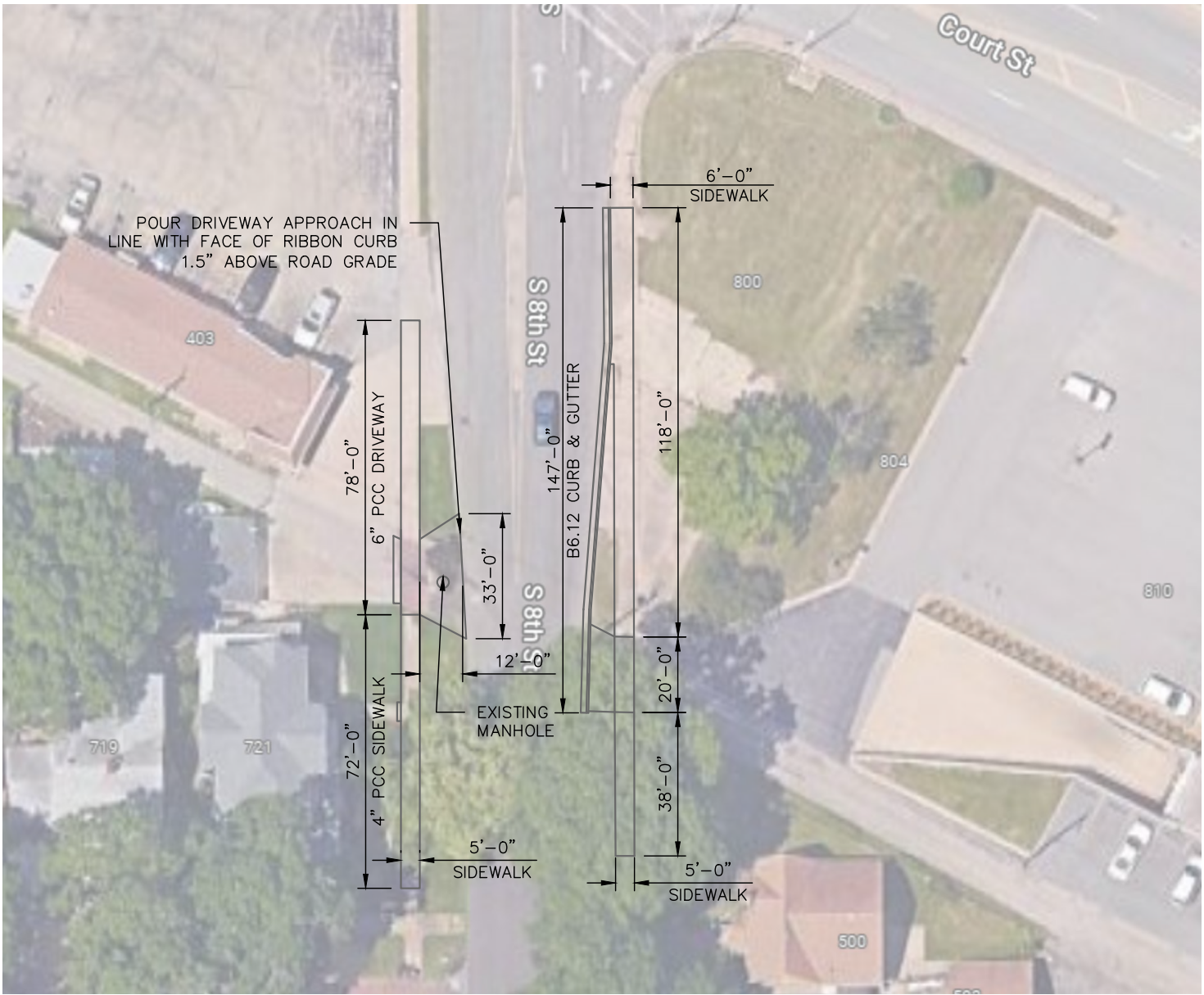
Any mailboxes or signs that require removal must be replaced at their exact locations. This work and all materials required to perform this work shall be included in the price of the contract.

SEEDING/EROSION CONTROL:

Any seeding and erosion control required because of disturbance by construction shall be completed under Engineer's direction. This work and all materials required to perform this work is minimal and shall be incidental to the contract.

PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times conduct their work so as to ensure the least possible obstructions to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.



1 S. 8TH ST. - PLAN VIEW
1 SCALE: 1" = 500'

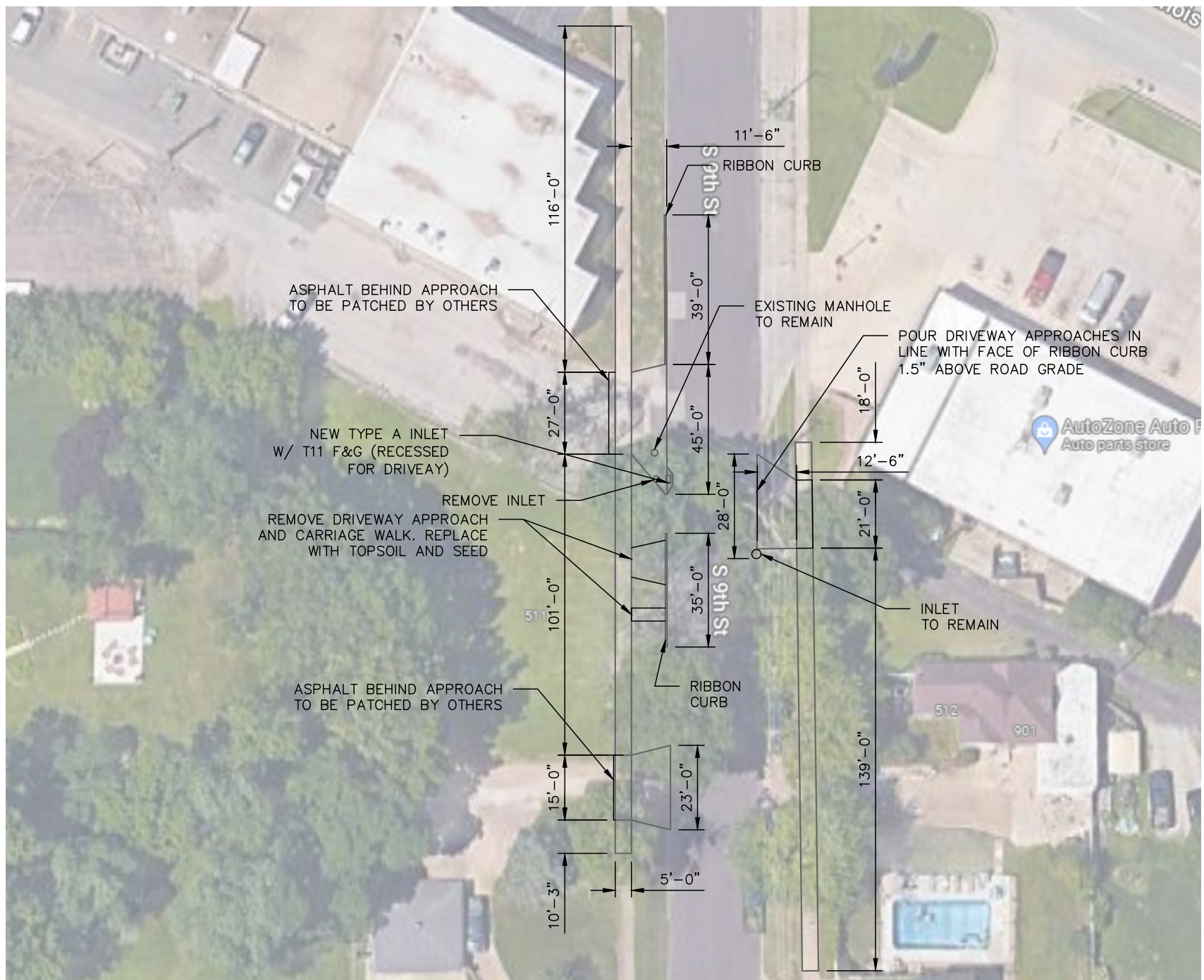
General Notes		
No.	Revision/Issue	Date



Project Name and Address

2022 MISCELLANEOUS
SIDEWALK REPAIRS

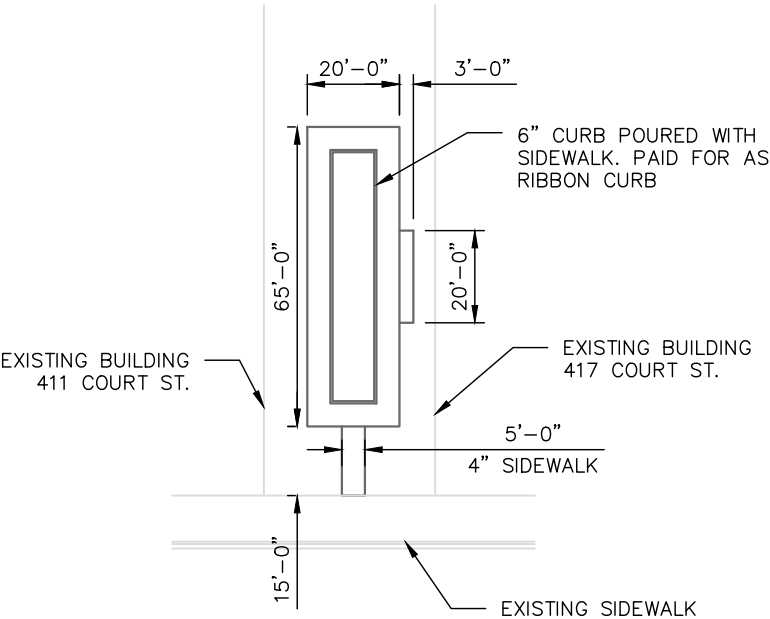
Project	Sheet
Date May 24, 2022	1 of 3



1 S 9TH ST. — PLAN VIEW
2 SCALE: 1" = 50'

General Notes		
No.	Revision/Issue	Date
		
Project Name and Address		
2022 MISCELLANEOUS SIDEWALK REPAIRS		
Project		Sheet
Date May 24, 2022		2 of 3

ALLEY ACCESS OFF BACK IS BEST



1 415 COURT ST. — PLAN VIEW
3 SCALE: 1" = 500'

ADDITIONAL SIDEWALK LOCATIONS			
S 4th St Between Broadway St & Washington St			
Location	Length (Feet)	Width (Feet)	Area (Sq Ft)
Golden Arms Apt	10.5	6.0	63.0
	50.3	5.0	251.5
	28.2	5.0	141.0
	151.3	5.0	756.5
	40.0	5.0	200.0
	24.0	5.0	120.0
	29.6	5.0	148.0
	22.0	5.0	110.0
	20.0	5.0	100.0
	61.0	5.0	305.0
	47.5	5.0	2237.5
	65.0	5.0	325.0
	24.9	5.0	124.5

General Notes

No.

Revision/Issue

Date

Project Name and Address

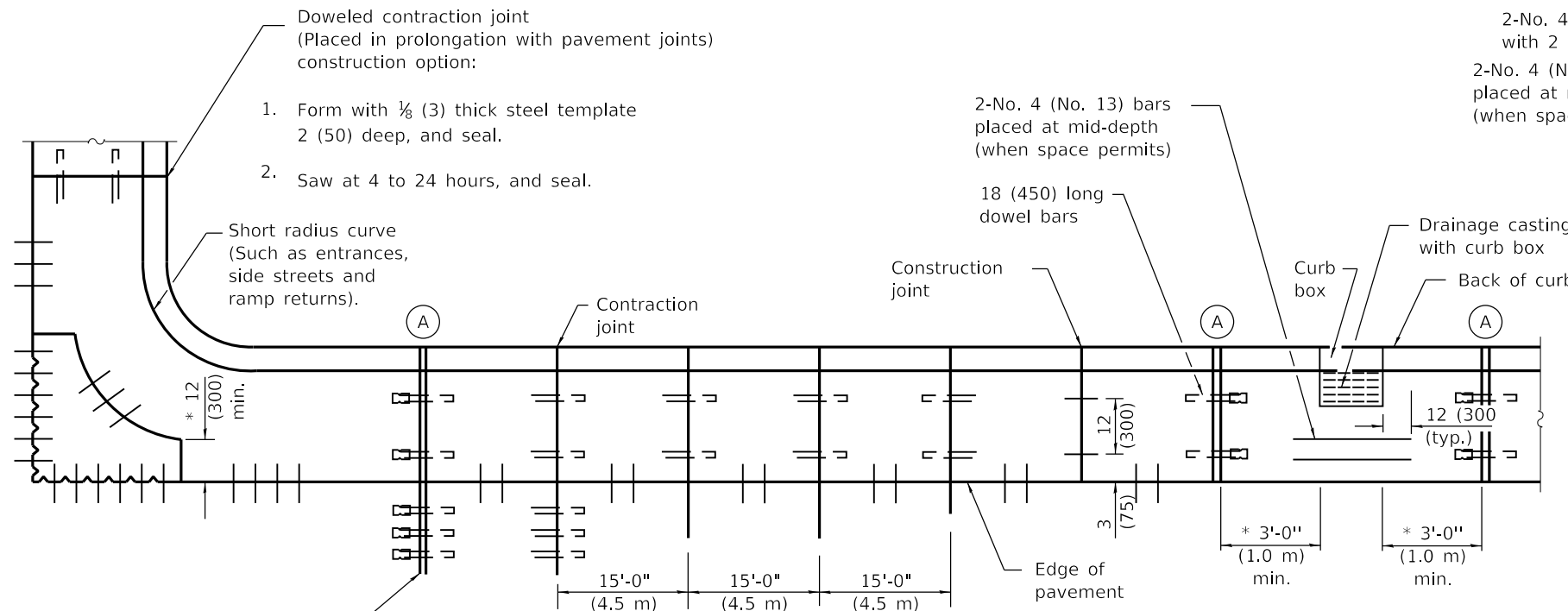
2022 MISCELLANEOUS SIDEWALK REPAIRS

Project

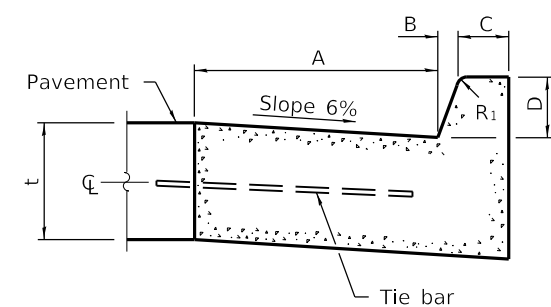
Date

Sheet

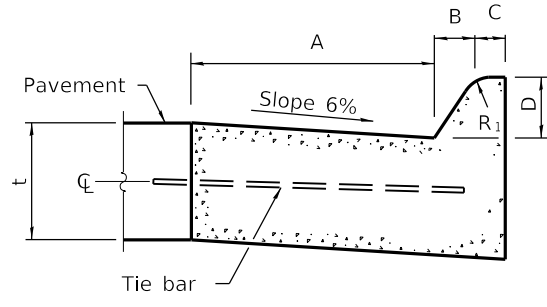
3 of 3



PLAN
ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE



BARRIER CURB

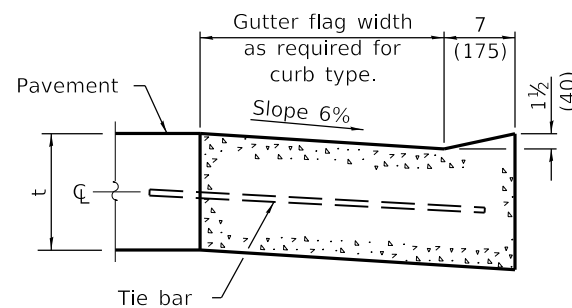


MOUNTABLE CURB

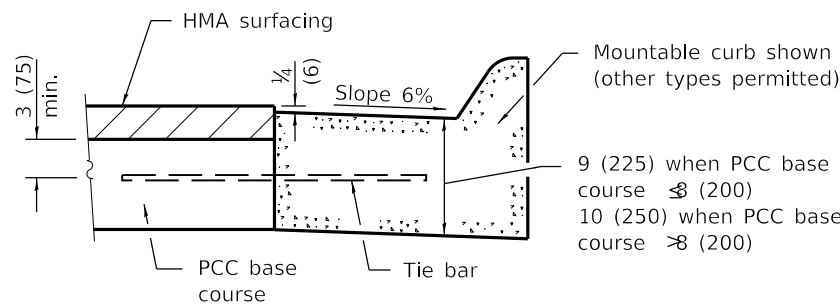
TABLE OF DIMENSIONS BARRIER CURB					
TYPE	A	B	C	D	R ₁
B-6.06 *	6	1	6	6	1
(B-15.15)	(150)	(25)	(150)	(150)	(25)
B-6.12	12	1	6	6	1
(B-15.3)	(300)	(25)	(150)	(150)	(25)
B-6.18	18	1	6	6	1
(B-15.45)	(450)	(25)	(150)	(150)	(25)
B-6.24	24	1	6	6	1
(B-15.60)	(600)	(25)	(150)	(150)	(25)
B-9.12	12	2	5	9	1
(B-22.30)	(300)	(50)	(125)	(225)	(25)
B-9.18	18	2	5	9	1
(B-22.45)	(450)	(50)	(125)	(225)	(25)
B-9.24	24	2	5	9	1
(B-22.60)	(600)	(50)	(125)	(225)	(25)

* For corner islands only.

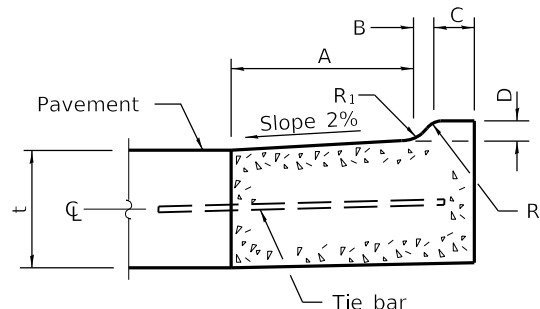
TABLE OF DIMENSIONS MOUNTABLE CURB						
TYPE	A	B	C	D	R ₁	R ₂
M-2.06	6	2	4	2	3	2
(M-5.15)	(150)	(50)	(100)	(50)	(75)	(50)
M-2.12	12	2	4	2	3	2
(M-5.30)	(300)	(50)	(100)	(50)	(75)	(50)
M-4.06	6	4	3	4	3	NA
(M-10.15)	(150)	(100)	(75)	(100)	(75)	NA
M-4.12	12	4	3	4	3	NA
(M-10.30)	(300)	(100)	(75)	(100)	(75)	NA
M-4.18	18	4	3	4	3	NA
(M-10.45)	(450)	(100)	(75)	(100)	(75)	NA
M-4.24	24	4	3	4	3	NA
(M-10.60)	(600)	(100)	(75)	(100)	(75)	NA
M-6.06	6	6	2	6	2	NA
(M-15.15)	(150)	(150)	(50)	(150)	(50)	NA
M-6.12	12	6	2	6	2	NA
(M-15.30)	(300)	(150)	(50)	(150)	(50)	NA
M-6.18	18	6	2	6	2	NA
(M-15.45)	(450)	(150)	(50)	(150)	(50)	NA
M-6.24	24	6	2	6	2	NA
(M-15.60)	(600)	(150)	(50)	(150)	(50)	NA



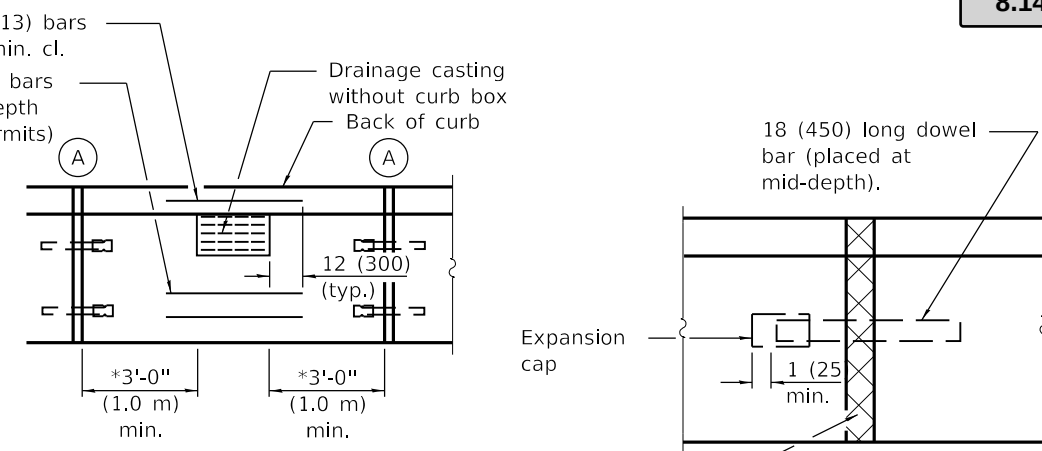
DEPRESSED CURB (TYPICAL)



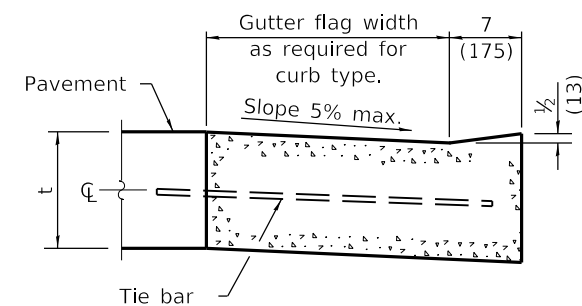
**ADJACENT TO PCC BASE COURSE
WITH HMA SURFACING**



M-2.06 (M-5.15) and M-2.12 (M-5.30)



DETAIL A
EXPANSION JOINT



**DEPRESSED CURB ADJACENT
TO CURB RAMP ACCESSIBLE
TO THE DISABLED**

GENERAL NOTES

The bottom slope of combination curb and gutter constructed adjacent to pcc pavement shall be the same slope as the subbase or 6% when subbase is omitted.

t = Thickness of pavement.

Longitudinal joint tie bars shall be No. 6 (No. 19) at 36 (900) centers in accordance with details for longitudinal construction joint shown on Standard 420001.

A minimum clearance of 2 (50) between the end of the tie bar and the back of the curb shall be maintained.

The dowel bars shown in contraction joints will only be required for monolithic construction.

See Standard 606301 for details of corner islands.

All dimensions are in inches (millimeters) unless otherwise shown.

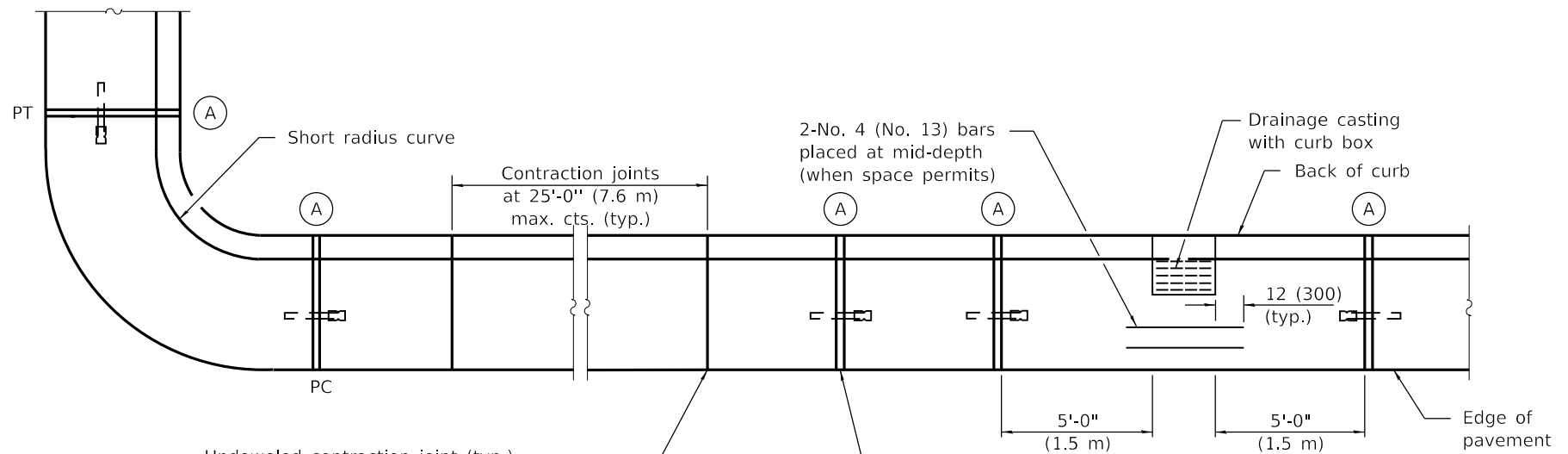
DATE	REVISIONS
1-1-18	Revised General Note for tie bar spacing to 36 (900) cts.
1-1-15	Added B-6.06 (B-15.15) barrier curb and gutter to table (corner islands only).

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**

(Sheet 1 of 2)

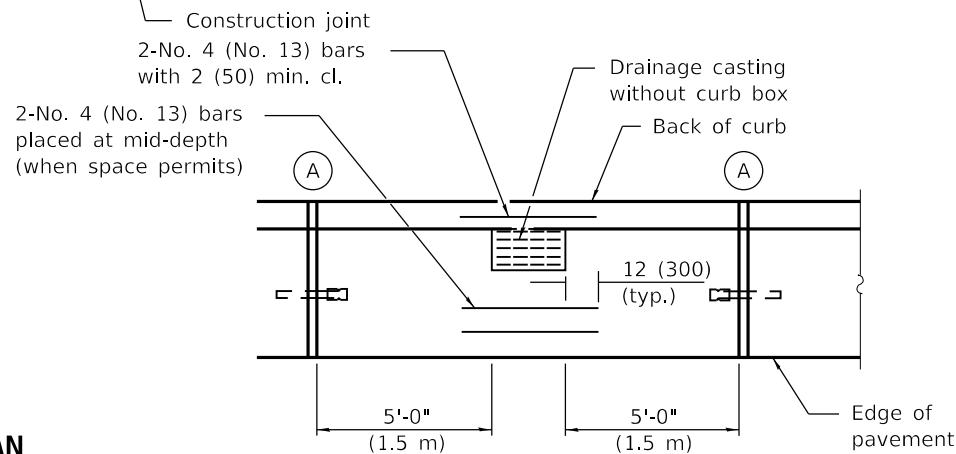
STANDARD 606001

Packet Pg. 496

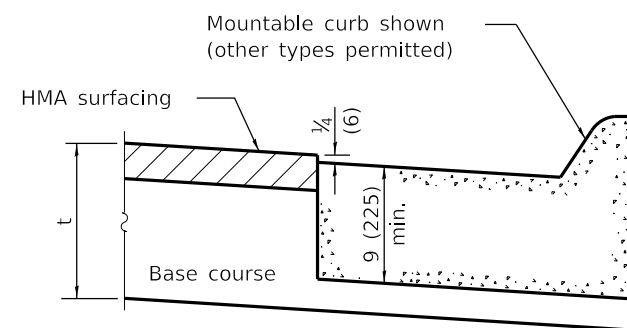


Undoweled contraction joint (typ.) construction options:

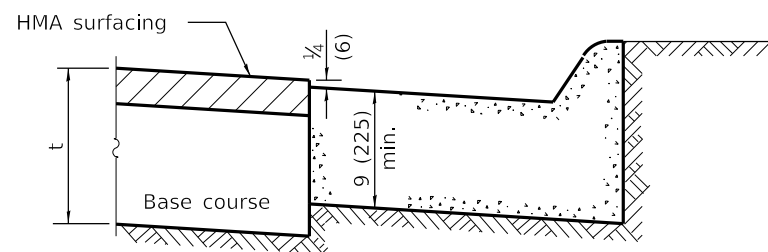
1. Form with $\frac{1}{8}$ (3) thick steel template 2 (50) deep, and seal.
2. Saw 2 (50) deep at 4 to 24 hours, and seal.
3. Insert $\frac{3}{4}$ (20) thick preformed joint filler full depth and width.



PLAN

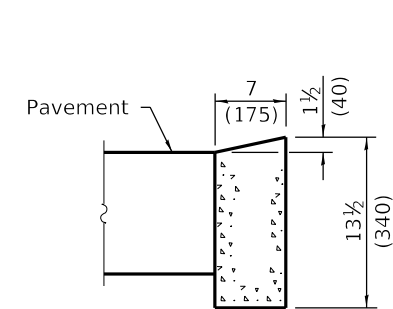


ON DISTURBED SUBGRADE

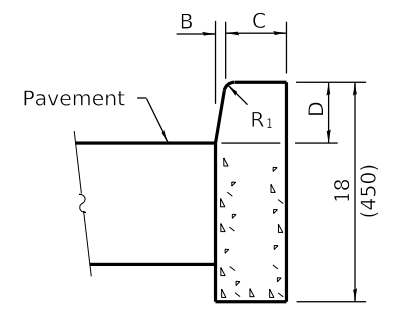


ON UNDISTURBED SUBGRADE

ADJACENT TO FLEXIBLE PAVEMENT

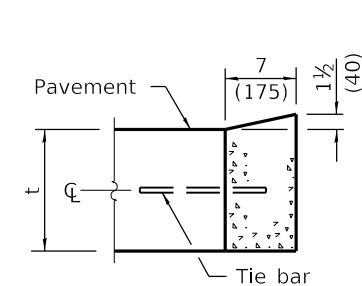


DEPRESSED CURB

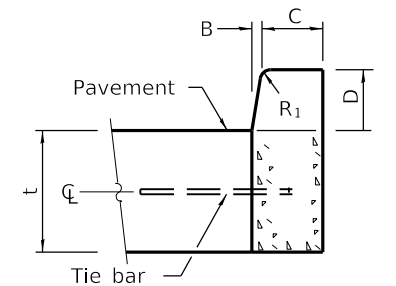


BARRIER CURB

ADJACENT TO FLEXIBLE PAVEMENT



DEPRESSED CURB



BARRIER CURB

ADJACENT TO PCC PAVEMENT OR PCC BASE COURSE

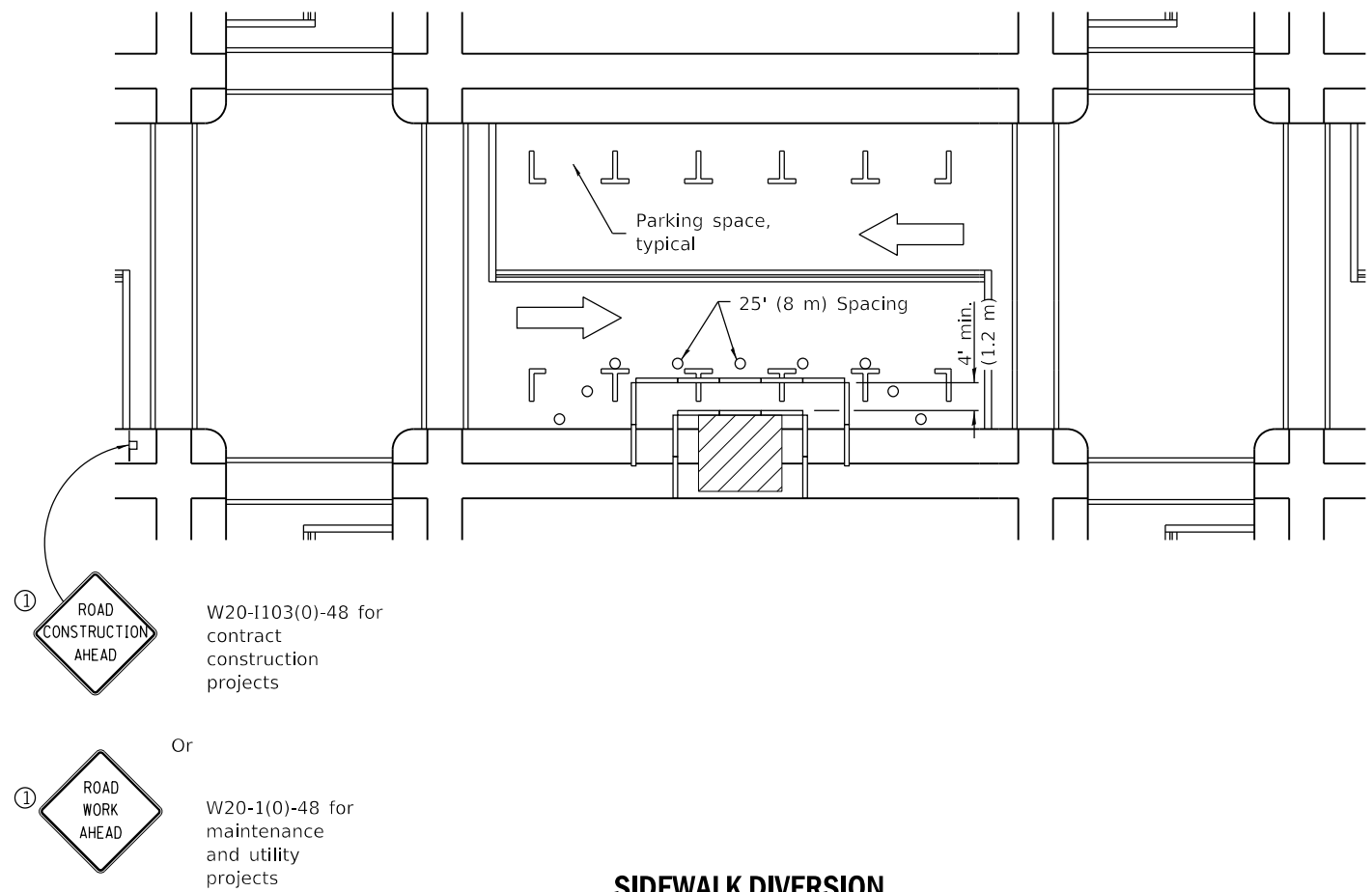
CONCRETE CURB TYPE B

**CONCRETE CURB TYPE B
AND COMBINATION
CONCRETE CURB AND GUTTER**

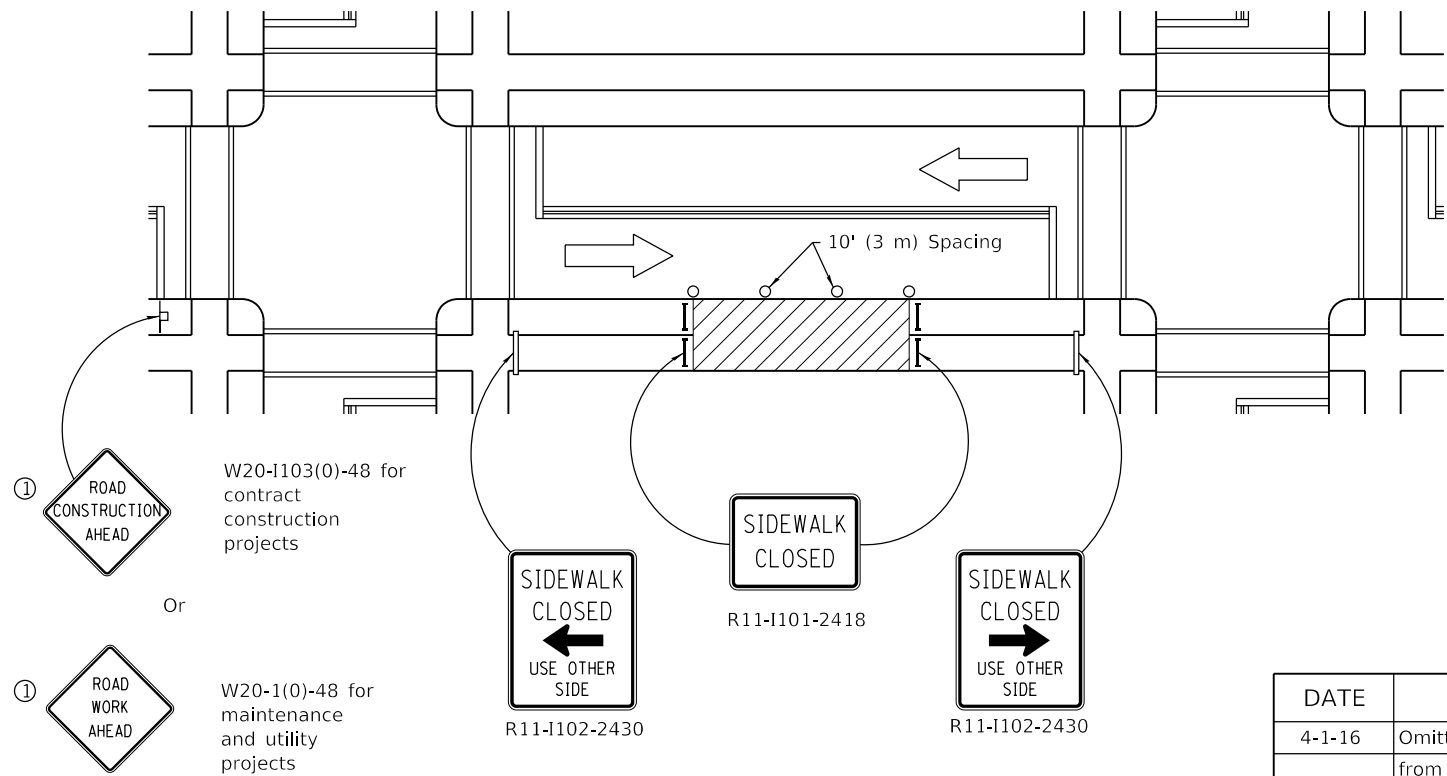
(Sheet 2 of 2)

STANDARD 60600

Packet Pg. 497



SIDEWALK DIVERSION



SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

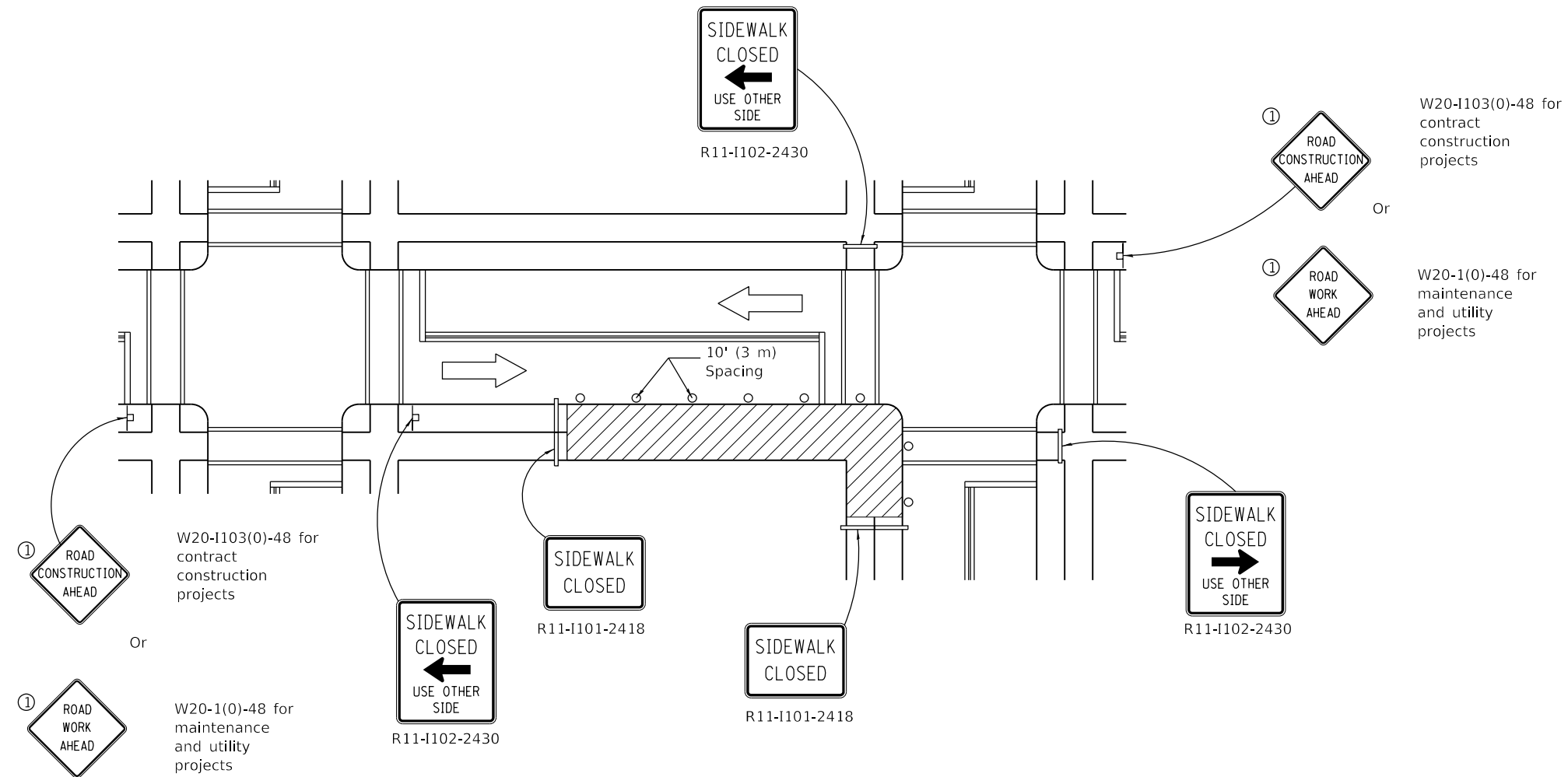
(Sheet 1 of 2)

STANDARD 701801-00

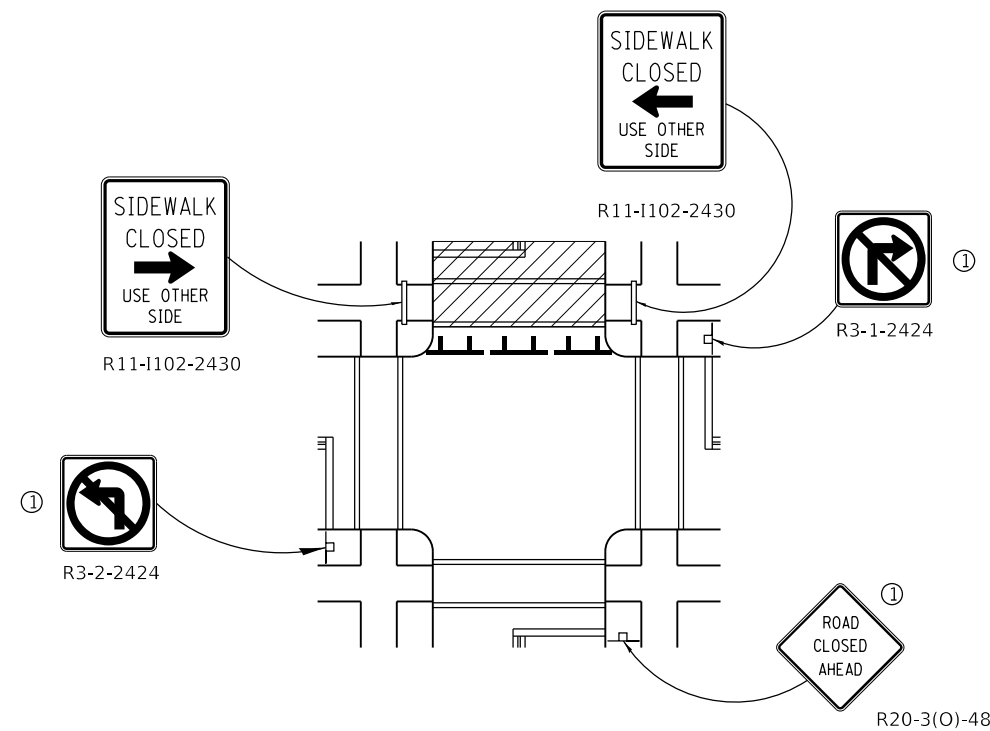
Packet Pg. 498

Illinois Department of Transportation	
PASSED	April 1, 2016
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
ENGINEER OF DESIGN AND ENVIRONMENT	

ISSUED 1-1-97



CORNER CLOSURE



CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE

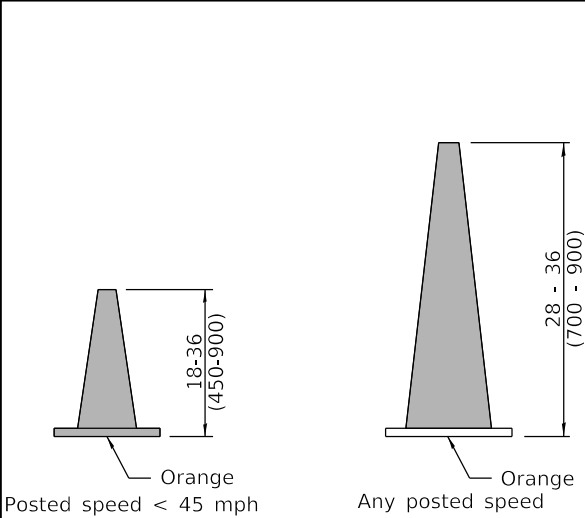
(Sheet 2 of 2)

STANDARD 701801-00

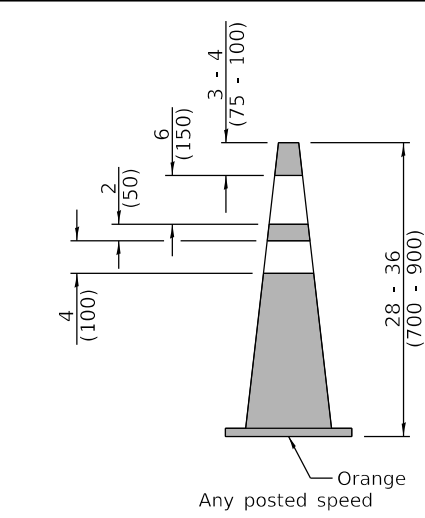
Packet Pg. 499

Illinois Department of Transportation	
PASSED	April 1, 2016
<i>[Signature]</i>	
ENGINEER OF SAFETY ENGINEERING	
APPROVED	April 1, 2016
<i>[Signature]</i>	
ENGINEER OF DESIGN AND ENVIRONMENT	

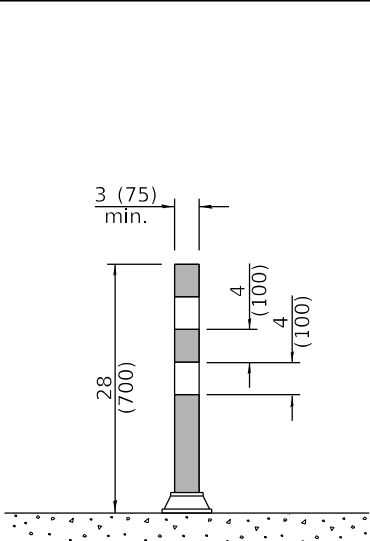
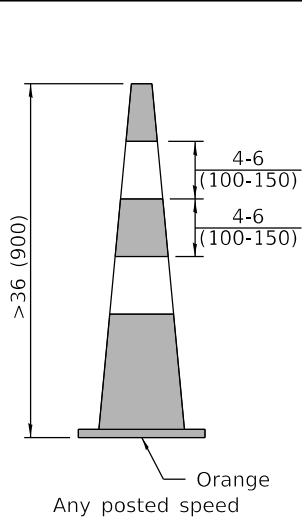
ISSUED 1-1-97



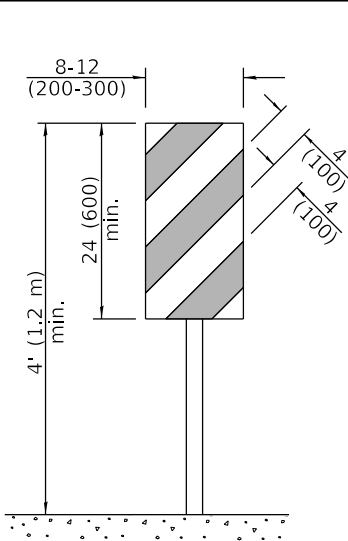
DAYTIME USE



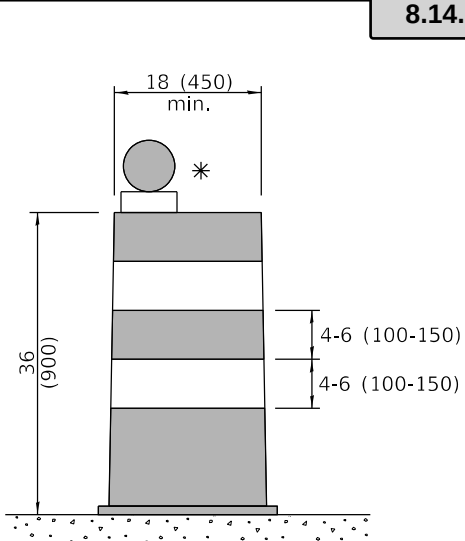
DAY OR NIGHTTIME USE



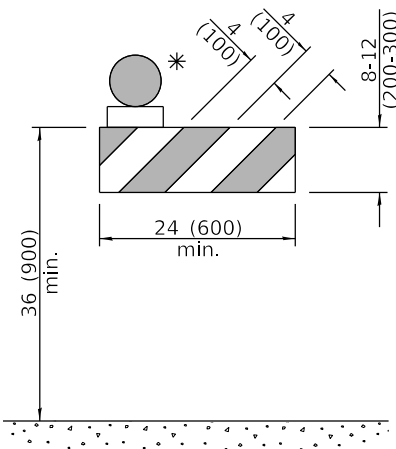
TUBULAR MARKER



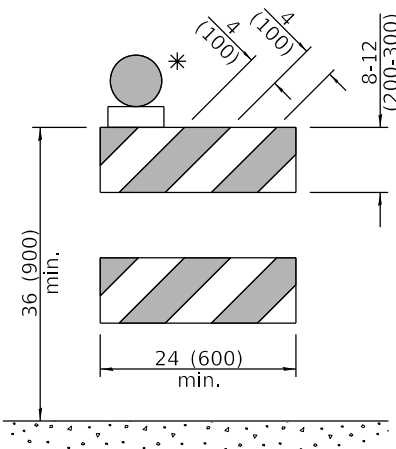
VERTICAL PANEL
POST MOUNTED



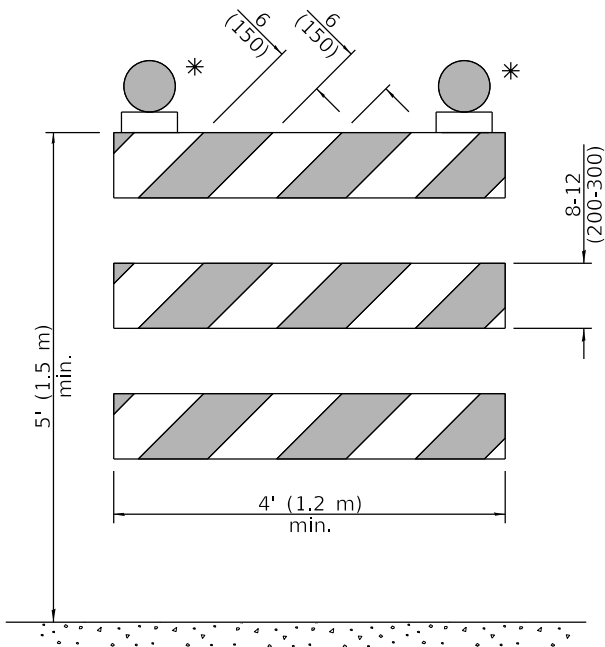
DRUM



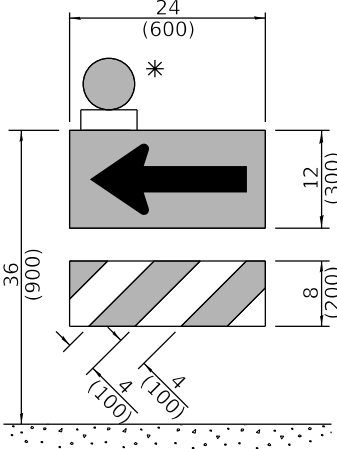
TYPE I BARRICADE



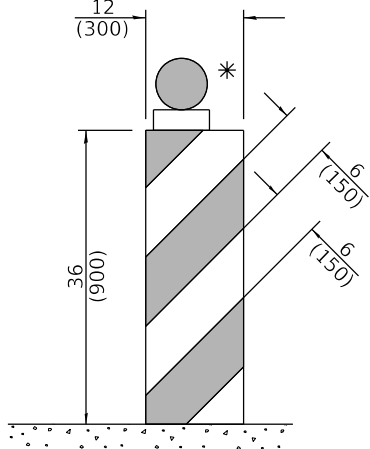
TYPE II BARRICADE



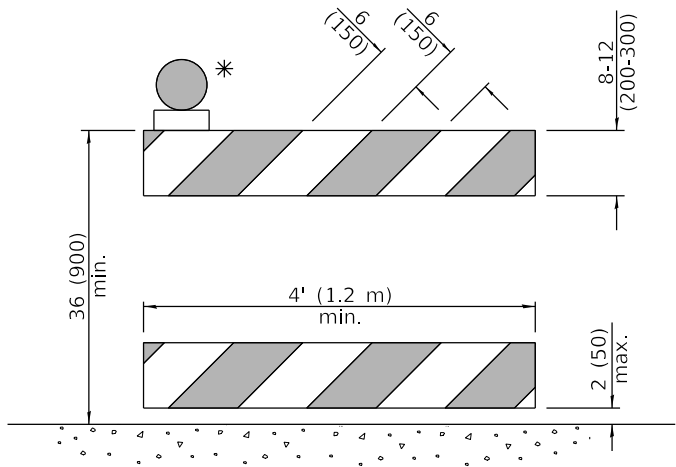
TYPE III BARRICADE



DIRECTION INDICATOR
BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-19	Revised cone usage and added cones >36" (900 mm) height.
1-1-18	Revised END WORK ZONE SPEED LIMIT sign from orange to white background.

TRAFFIC CONTROL
DEVICES

(Sheet 1 of 3)

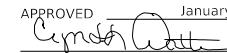
STANDARD 701901.08

Packet Pg. 500



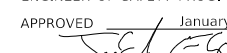
Illinois Department of Transportation

APPROVED January 1, 2019



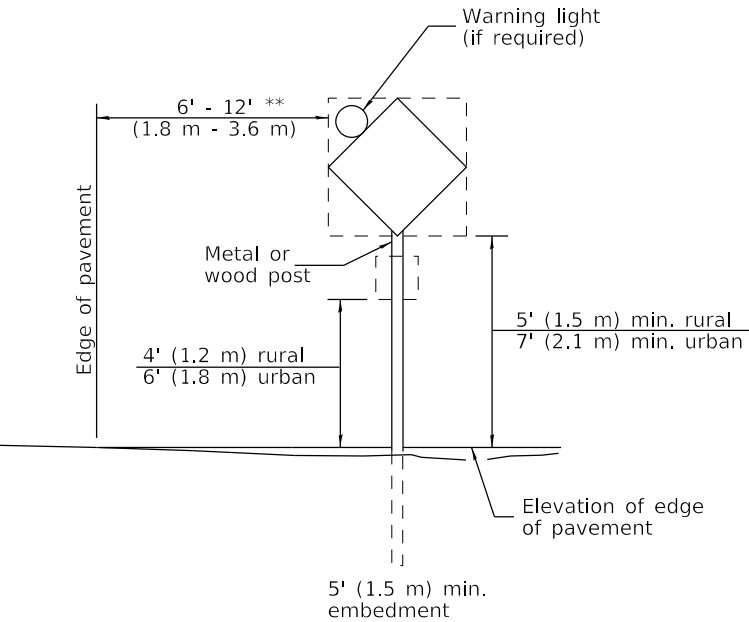
ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019



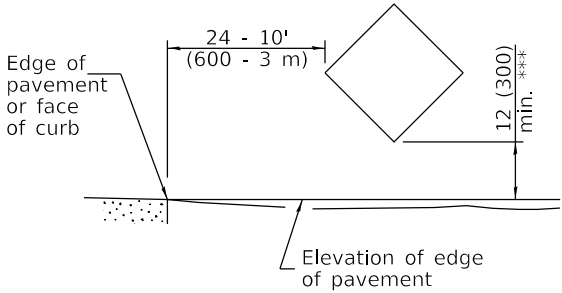
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-19



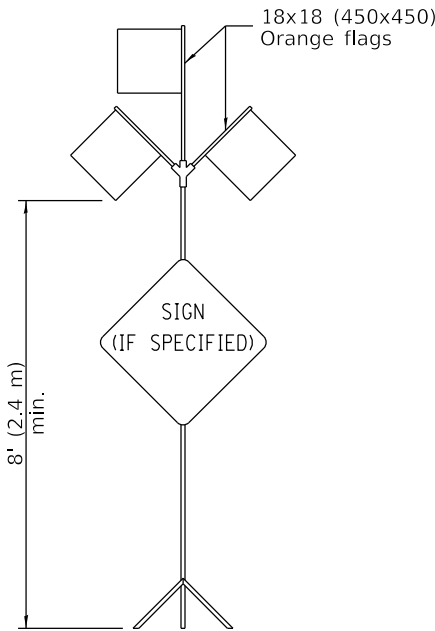
POST MOUNTED SIGNS

** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES	END CONSTRUCTION
G20-I104(0)-6036	G20-I105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.

ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.

END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING

WORK ZONE	W21-III5(0)-3618
SPEED LIMIT XX	R2-1-3648
PHOTO ENFORCED	R10-I108p-3618 ****
\$XXX FINE MINIMUM	R2-I106p-3618

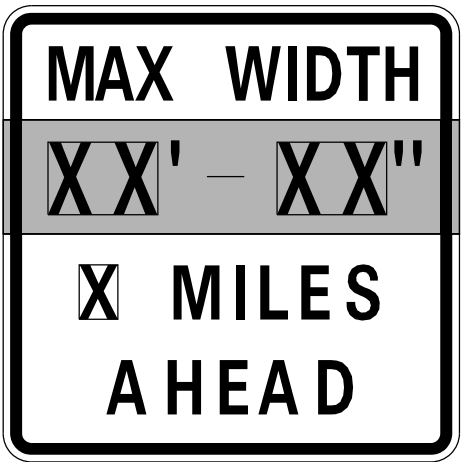
Sign assembly as shown on Standards or as allowed by District Operations.

END WORK ZONE SPEED LIMIT	G20-I103-6036
---------------------------	---------------

This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

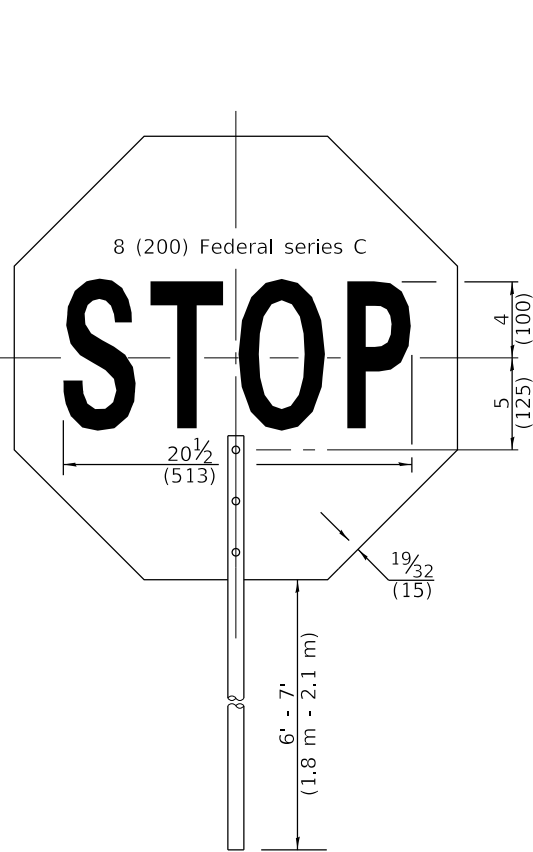
**** R10-I108p shall only be used along roadways under the jurisdiction of the State.



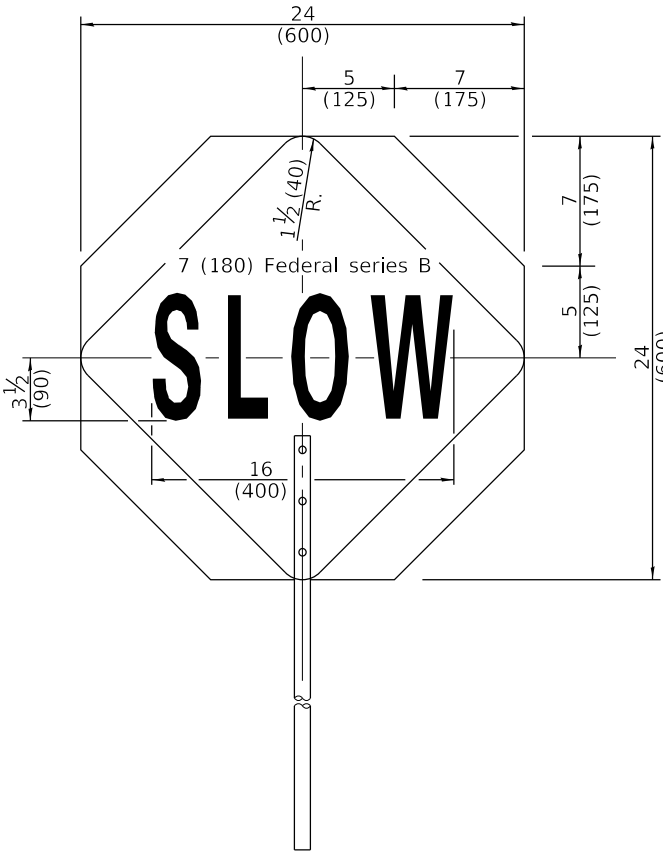
W12-I103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.



FRONT SIDE



REVERSE SIDE

FLAGGER TRAFFIC CONTROL SIGN

APPROVED January 1, 2019

ENGINEER OF SAFETY PROG. AND ENGINEERING

APPROVED January 1, 2019

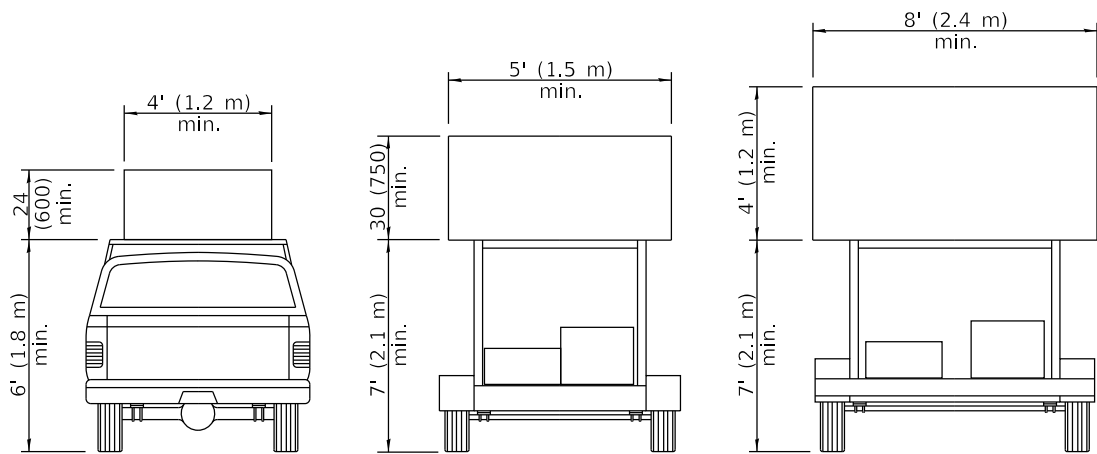
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-13

TRAFFIC CONTROL DEVICES

(Sheet 2 of 3)

STANDARD 701901-08

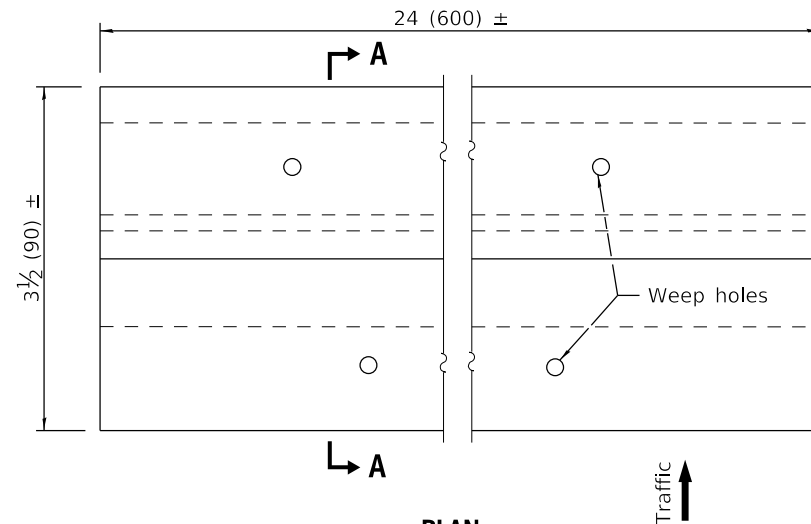


**TYPE A
ROOF
MOUNTED**

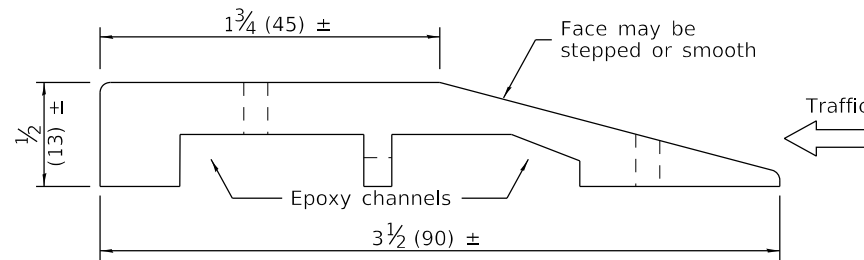
**TYPE B
ROOF OR TRAILER
MOUNTED**

**TYPE C
TRAILER
MOUNTED**

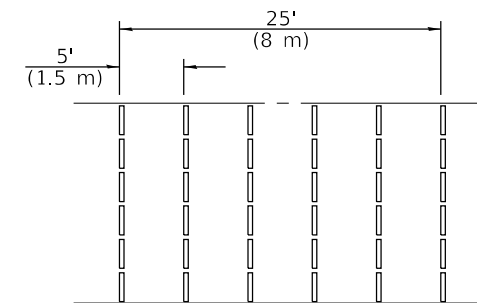
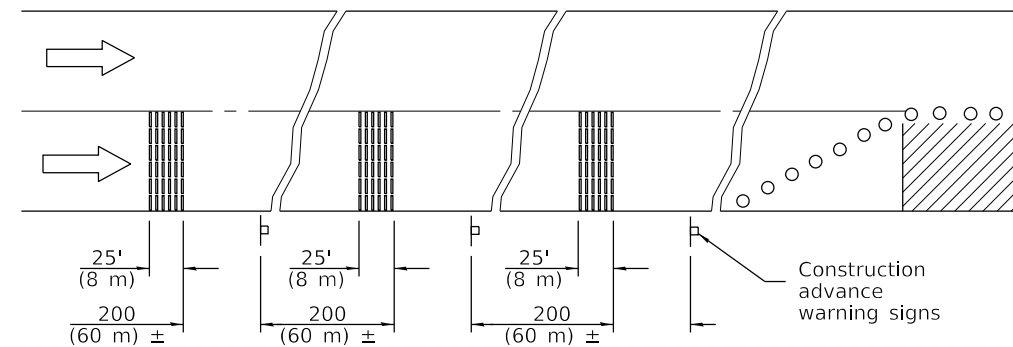
ARROW BOARDS



PLAN

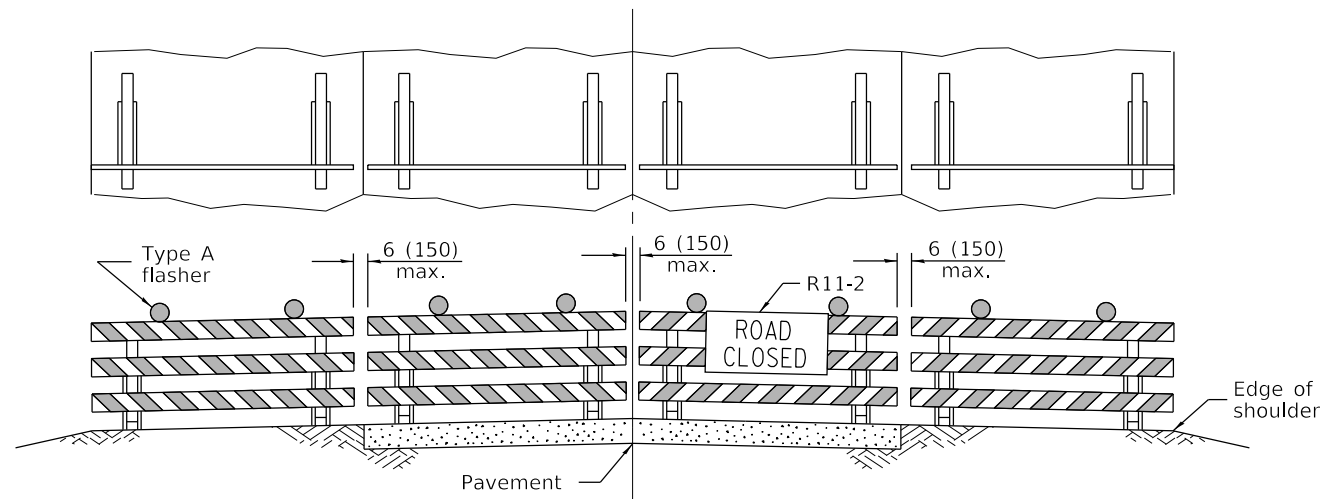


SECTION A-A



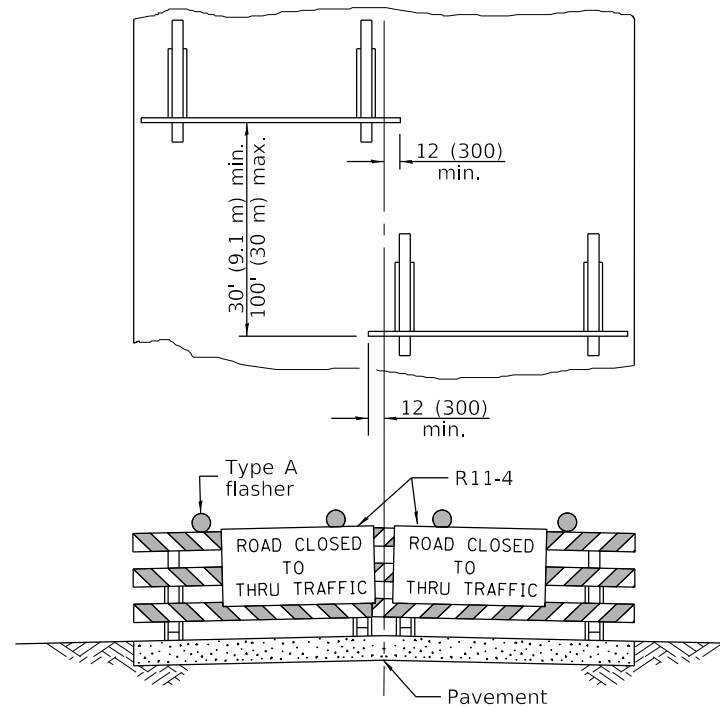
TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS



ROAD CLOSED TO ALL TRAFFIC

Reflectorized striping may be omitted on the back side of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the sign may be mounted on an NCHRP 350 temporary sign support directly in front of the barricade.



ROAD CLOSED TO THRU TRAFFIC

Reflectorized striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

**TYPICAL APPLICATIONS OF
TYPE III BARRICADES CLOSING A ROAD**

**TRAFFIC CONTROL
DEVICES**

(Sheet 3 of 3)

STANDARD 701901.02

Packet Pg. 502

2022 Sidewalk Improvement Project Prevailing Wage Rates

Tazewell County Prevailing Wage Rates posted on 5/18/2022

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Othe Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	NW	BLD		28.20	29.70	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		32.17	33.67	1.5	1.5	2.0	2.0	8.50	24.80	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		30.50	32.00	1.5	1.5	2.0	2.0	10.00	16.81	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		33.19	35.83	1.5	1.5	2.0	2.0	14.42	12.40	0.00	0.82	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	21.86	0.00	1.45	
BRICK MASON	All	BLD		36.83	38.33	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.87	
CARPENTER	All	BLD		34.30	36.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
CARPENTER	All	HWY		37.06	39.31	1.5	1.5	2.0	2.0	9.20	21.25	0.00	0.71	
CEMENT MASON	All	BLD		31.48	34.23	1.5	1.5	2.0	2.0	9.00	20.56	0.00	0.68	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	21.00	0.00	0.70	
CERAMIC TILE FINISHER	All	BLD		34.16		1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.86	
ELECTRIC PWR EQMT OP	All	ALL		49.37	58.58	1.5	1.5	2.0	2.0	8.23	13.82	0.00	0.74	
ELECTRIC PWR GRNDMAN	All	ALL		33.54	58.58	1.5	1.5	2.0	2.0	7.76	9.40	0.00	0.51	
ELECTRIC PWR LINEMAN	All	ALL		54.95	58.58	1.5	1.5	2.0	2.0	8.40	15.39	0.00	0.82	
ELECTRIC PWR TRK DRV	All	ALL		35.21	58.58	1.5	1.5	2.0	2.0	7.81	9.86	0.00	0.53	
ELECTRICIAN	All	BLD		39.50	42.00	1.5	1.5	2.0	2.0	8.50	14.94	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		31.55	34.55	1.5	1.5	2.0	2.0	7.70	13.35	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		51.01	57.39	2.0	2.0	2.0	2.0	16.02	20.21	4.08	0.65	
GLAZIER	All	BLD		36.78	38.78	1.5	1.5	1.5	2.0	16.20	7.19	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		44.25	46.91	1.5	1.5	2.0	2.0	14.42	14.11	0.00	0.82	
IRON WORKER	All	BLD		33.57	35.47	1.5	1.5	2.0	2.0	11.56	18.87	0.00	0.86	
IRON WORKER	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01	
LABORER	NW	BLD		27.20	28.70	1.5	1.5	2.0	2.0	8.50	22.29	0.00	0.80	
LABORER	NW	HWY		31.42	32.92	1.5	1.5	2.0	2.0	8.50	24.80	0.00	0.80	
LABORER	SE	BLD		30.50	32.00	1.5	1.5	2.0	2.0	10.00	16.81	0.00	0.80	
LABORER	SE	HWY		34.00	35.50	1.5	1.5	2.0	2.0	10.00	20.65	0.00	0.80	
LATHER	All	BLD		34.30	36.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74	
MACHINERY MOVER	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01	
MACHINIST	All	BLD		50.68	53.18	1.5	1.5	2.0	2.0	8.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		34.16		1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.86	
MARBLE MASON	All	BLD		37.60	38.85	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.88	

MILLWRIGHT	All	BLD		33.60	35.85	1.5	1.5	2.0	2.0	9.20	21.05	0.00	0.74
MILLWRIGHT	All	HWY		37.36	39.61	1.5	1.5	2.0	2.0	9.20	21.55	0.00	0.71
OPERATING ENGINEER	All	BLD	1	42.96	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	39.75	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	34.45	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.96	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	39.75	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	34.45	45.96	1.5	1.5	2.0	2.0	10.80	22.25	0.00	3.60
PAINTER	All	ALL		38.19	40.19	1.5	1.5	1.5	2.0	16.13	7.68	0.00	1.10
PAINTER - SIGNS	All	BLD		41.55	46.67	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	BLD		35.30	37.55	1.5	1.5	2.0	2.0	9.20	20.00	0.00	0.74
PILEDRIIVER	All	HWY		37.06	39.31	1.5	1.5	2.0	2.0	9.20	21.25	0.00	0.71
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	8.25	15.48	0.00	1.16
PLASTERER	All	BLD		31.00	32.50	1.5	1.5	2.0	2.0	9.00	20.09	0.00	0.90
PLUMBER	All	BLD		37.60	40.98	1.5	1.5	2.0	2.0	8.75	17.08	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	10.00	11.54	0.00	0.30
SHEETMETAL WORKER	All	BLD		35.34	37.11	1.5	1.5	2.0	2.0	10.42	18.70	0.00	1.22
SIGN HANGER	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01
SPRINKLER FITTER	All	BLD		43.45	46.45	1.5	1.5	2.0	2.0	10.55	14.22	0.00	0.52
STEEL ERECTOR	All	HWY		39.40	41.40	1.5	1.5	2.0	2.0	11.56	18.87	0.00	1.01
STONE MASON	All	BLD		36.83	38.33	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.87
TERRAZZO FINISHER	All	BLD		34.16		1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.86
TERRAZZO MASON	All	BLD		37.60	38.85	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.88
TILE MASON	All	BLD		37.60	38.85	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.88
TRUCK DRIVER	All	ALL	1	39.85	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	2	40.44	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	3	40.71	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	4	41.10	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	ALL	5	42.20	44.21	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	2	32.35	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	3	32.57	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.88	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TRUCK DRIVER	All	O&C	5	33.76	35.37	1.5	1.5	2.0	2.0	14.02	6.89	0.00	0.25
TUCKPOINTER	All	BLD		36.83	38.33	1.5	1.5	2.0	2.0	11.10	12.50	0.00	0.87

Legend**Rg** Region**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers**C** Class**Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control system microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. A compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and or the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stockpiling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) at Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunnelugger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Bri Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar type Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunnelugger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will, upon being contacted, state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by a landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.