



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, MAY 23, 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 9, 2022 5:30 PM
4.2. City Council - Special Meeting - May 12, 2022 3:30 PM
5. Public Input
6. Consent Agenda
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) ACTION REQUESTED: Approve and Adopt the Ordinance.
6.5. 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.
7. Report Electric Aggregation Update
8. Unfinished Business
8.1. Resolution No. 413-22/23 Approve Class Action Consent Decree ACTION REQUESTED: Approve and Adopt the Resolution.

8.2.	Resolution No. 414-22/23 Approve Engineering Agreement with TWM (Thouvenot, Wade & Moerchen, Inc.) ACTION REQUESTED: Approve and Adopt the Resolution.
9. New Business	
9.1.	3091 : Ordinance No.22/23 TIF Redevelopment Agreement with Olivia's Playhouse ACTION REQUESTED: Approve and Adopt the Ordinance.
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 ACTION REQUESTED: Approve and Adopt the Ordinance.
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 ACTION REQUESTED: Approve and Adopt the Ordinance.
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 ACTION REQUESTED: Approve and Adopt the Ordinance.
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 ACTION REQUESTED: Approve and Adopt the Ordinance.
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 ACTION REQUESTED: Approve and Adopt the Ordinance.
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 ACTION REQUESTED: Approve and Adopt the Ordinance.

9.8. Resolution No. 425-22/23 CDBG 2022 Public Services Funding ACTION REQUESTED: Approve and Adopt the Resolution.
9.9. Resolution No. 426-22/23 Purchase of Fire Department Command Vehicles from Morrow Brothers Ford, Inc. ACTION REQUESTED: Approve and Adopt the Resolution.
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 ACTION REQUESTED: Approve and Adopt the Resolution.
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 ACTION REQUESTED: Approve and Adopt the Resolution.
9.12. Resolution No. 429-22/23 Purchase of Airport Security Cameras from Heart Technologies ACTION REQUESTED: Approve and Adopt the Resolution.
9.13. Resolution No. 430-22/23 Annual Renewal of Environmental Systems Research Institute, Inc. (ESRI) GIS Software ACTION REQUESTED: Approve and Adopt the Resolution.
9.14. Resolution No. 431-22/23 Springbrook Financial Software Maintenance Agreement 2023 ACTION REQUESTED: Approve and Adopt the Resolution.
9.15. Resolution No. 432-22/23 Authorization to Execute Supplier Agreement Related to Electric Aggregation ACTION REQUESTED: Approve and Adopt the Resolution.
10. Any Other Business To Come Before The Council
11. Executive Session 5 ILCS 120/2 (c) 11. Litigation and 6. Leasing of Municipally Owned Property
12. 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 9, 2022 AT 5:30 O'CLOCK P.M.
 MAYOR MARK LUFT PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Nutter.

CALL TO ORDER

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:07 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:04 PM
Dave Nutter	City of Pekin	Councilman	Present	5:05 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	5:06 PM
Lloyd Orrick	City of Pekin	Council Member	Present	5:08 PM
John P Abel	City of Pekin	Councilman	Present	5:04 PM
Mark Luft	City of Pekin	Mayor	Present	5:05 PM

APPROVE AGENDA

Mayor Luft presented and read the Proclamation for Motorcycle Awareness Month to the Motorcycle Club.

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

EXECUTIVE SESSION 5 ILCS 120/2 (C) 11. LITIGATION

A motion was made by Councilmember Cloyd seconded by Councilmember Abel to move into Executive Session to discuss Executive Session 5 ILCS 120/2 (c) 11. Litigation at 5:37 PM. On roll call vote all present voted Aye. Motion passed. Council returned to open session at 6:28 PM.

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

APPROVAL OF MINUTES

Minutes Acceptance: Minutes of May 9, 2022 5:30 PM (Approval of Minutes)

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

5.1. City Council - Regular Meeting - Apr 25, 2022 5:30 PM

PUBLIC INPUT

Bonnie Dancey spoke regarding the removal of bricks on her street by the water company and how the city ordinance stated that brick streets shall be repaired back to their original condition. She stated that the section was replaced by concrete in which kids ran their bicycles through while it was still wet and needed to be replaced.

City Engineer, Ms. Josie Esker, explained that the City ordered the water company to replaced the bricks with concrete as Bacon Street was not in good condition.

Public Works Director, Mr. Justin Reeise, also explained that the city took into consideration other patches on that road and how it would create maintenance issues in the future, all of those things are taken into account.

Mayor Luft stated that there would be Council discussion regarding the replacement of the brick.

Lillian Wilt spoke regarding the snow removal policy.

John McNish spoke regarding the agenda items that were removed 8.1, 8.2 and 8.3 and stated that those items should not have been put on the agenda. Mr. McNish also spoke regarding Agenda Item 8.10 Resolution No. 421-22/23 City of Pekin , Illinois Proposed Pekin East Residential Tax Increment Financing (TIF) District Kevin Bresnahan Redevelopment Project and Agenda Item 8.12 Resolution No. 423-22/23 Accept the Asphalt Joint from the Court Street Construction Project. Lastly, Mr. McNish stated that the City Manger's business should be approved by Council as stated in his contract.

Roger Brotherton, Marilyn Orrick, Scott Shipp and Mark McMann all spoke regarding the homelessness, garbage, tents, fires and vagrants located at the riverfront and pleaded to Council that it gets addressed. Mr. Brotherton stated that two national events pulled out due to the homelessness issue at the riverfront.

Roger Brotherton stated that their were promotions on Facebook and Craig's list to bring tents, tarps and mattresses to the Pekin Riverfront.

Councilmember Hilst requested an update on the trees being cleared at the riverfront. Public Works Director, Justin Reeise, stated that the contractor had suffered a fire and projects had been delayed. Councilmember Hilst questioned whether the area needed to be cleared of the garbage first. Mr. Reeise stated that the City had done some cleanup but it was not working as there was too much and therefore a contractor would be hired immediately before the tree clearing.

Kevin Bresnahan spoke stated that the homeless people at the riverfront have scared him as they talk to themselves and requested the garbage and the people down there get fixed.

CONSENT AGENDA

Mayor Luft presented the Consent Agenda and read the 8 items listed.

Councilmember Hilst requested that Consent Agenda Item 7.8 Resolution No. 412-22/23 Annual Appointments Boards, Commissions, Committees be moved to New Business Item No. 8.13.

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

- 7.1. **Recognition of Police Memorial Week and Peace Officers Memorial Day**
- 7.2. **Proclamations Public Service and Public Works, and Municipal Clerks Week**
- 7.3. **Proclamation Motorcycle Awareness Month**
- 7.4. **Accounts Payable To Be Paid Proof List thru April 29, 2022**
- 7.5. **Financial Reports February 2022**
- 7.6. **PD Stats - April 2022**
- 7.7. **Receive and File Requests For Qualifications for Right-of-Way Transition Plan for ADA Compliance**

NEW BUSINESS

Motion to: **Move 8.1 Resolution No. 413-22/23, 8.2 Resolution No. 414-22/23, and 8.3 Ordinance No. 3080-22-23 until the next meeting**

Mayor Luft announced that Agenda Items 8.1 Resolution No. 413-22/23 Approve Class Action Consent Decree, 8.2 Resolution No. 414-22/23 Approve Engineering Agreement with Thouvenot, Wade & Moerchen, Inc. and 8.3 Ordinance No. 3080-22/23 Amending Chapter 5, Article IV, Division 2, Section 1-7 of the Pekin City Code Regarding the Sidewalk Snow Removal Policy would be moved to the next Council meeting.

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

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

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

- 8.2. **Resolution No. 414-22/23 Approve Engineering Agreement with Thouvenot, Wade & Moerchen, Inc.**

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

- 8.3. **Ordinance No. 3080-22/23 Amending Chapter 5, Article IV, Division 2, Section 1-7 of the Pekin City Code Regarding the Sidewalk Snow Removal Policy**

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

8.4. Resolution No. 415-22/23 Authorizing Lease of New Pelican Street Sweeper from Key Equipment

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 415-21/23 Authorizing Lease of New Pelican Street Sweeper from Key Equipment. Mr. Rothert explained that the lease was a four year lease of anew Elgin Pelican NP Street Sweeper purchased through Sourcewell. The purchase was to replace the City's Pelican mechanical sweeper that had started to become unreliable. The dealer had given a trade-in offer of \$35,000 for the street sweeper and after the trade-in value the annual lease payment for the new sweeper would be \$31,064.88 for a four year term, in addition to a balloon payment of \$108,000. Staff recommended entering into the maintenance agreement with Key Equipment for the four year term of the lease at a cost of \$4,000/year. The annual payment amount of \$35,064.88 would be made from the sewer fund. Staff recommended approval.

Council discussed whether the item was in stock. Public Works Director, Justin Reeise, stated that the City potentially could receive the item in weeks or months. Mr. Reeise confirmed with Council that the sweeper was a three wheeled sweeper with a brush and vacuum.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Rick Hilst, Councilman
SECONDER:	Becky Cloyd, Mayor Pro tem
AYES:	Hohimer, Nutter, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.5. Resolution No. 416-22/23 Authorizing Purchase of Crack Fill Machine for Street Department from Sherwin Industries

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 416-22/23 Authorizing Purchase of Crack Fill Machine for Street Department from Sherwin Industries. Mr. Rothert explained that the resolution allowed for the purchase of a new Crafcro Supershot 125 crack fill machine purchased through Sourcewell. The machine allowed the Department of Public Works Street Division to expand the maintenance operations that were completed in house leading to a cost savings for the City. The cost of the equipment including freight was \$64,831.44.

Councilmember Orrick commented that the equipment was once removed from the budget years ago and questioned how many hours it would be used.

Public Works Director, Justin Reeise, stated that the operation could happen earlier in the year and later in the year, and was anticipated to be used frequently throughout the summer.

Mayor Luft spoke in favor of the agenda item and recalled streets in the city where the use of this equipment prolonged the life of the street.

RESULT:	ADOPTED [6 TO 0]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Cloyd, Orrick, Abel, Luft
ABSTAIN:	Dave Nutter

8.6. Resolution No. 417-22/23 Approving Quotes for Material Request 2022 Tazewell County Asphalt Co and Group Materials

City Manager, Mr. Mark Rothert presented the agenda item to adopt and approve Resolution No. 417-22/23 Approving Quotes for Material Request 2022 Tazewell County Asphalt Co and Group Materials. Mr. Rothert explained that the resolution was to approve quotes from Group Materials and Tazewell County Asphalt Company that the City received for street maintenance materials.

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

8.7. Resolution No. 418-22/23 Approve Road Repair Agreement with Alto Pekin LLC

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 418-22/23 Approve Road Repair Agreement with Alto Pekin LLC. Mr. Rothert explained that during the re-construction of Front Street and Distillery Road, Turner Grain, Alto's grain analysis contractor, relocated to Riverway Drive. Due to trucks being re-routed onto Riverway Drive, the road had suffered significant damage. Alto Pekin LLC agreed to pay \$261,000 to the City of Pekin to complete curb replacement, full depth patching and road resurfacing. Their contribution would have paid for all full depth patching necessary as well as resurfacing half of the road, as they only traveled on half of the road width. The agreement would relieve Alto of any liability regarding the road damage.

Council confirmed that the city engineers would be doing the bidding and overseeing the work.

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

8.8. Resolution No. 419-22/23 Authorizing Airport Manager to make Bulk Fuel Purchases

City Manager, Mr. Mark Rothert, presented the request to Council to approve Resolution No. 419-22/23 Authorizing Airport Manager to make Bulk Fuel Purchases. Mr. Rothert explained that the request was to grant the Airport Manager the authority to make replacement bulk fuel purchases at the Airport. The resolution clarified the purchase process to allow the Airport Manager to continue to act quickly to make bulk fuel purchases when tank levels, conditions and mark pricing were favorable. Staff recommended approval. Mr. Rothert added that the resolution allowed for the authority to be permanent until revoked and not annual.

City Attorney, Ms. Kate Swise, informed Council that the resolution did not need to be amended but was something that could be amended for consistency.

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

8.9. Resolution No. 420-22/23 Bulk Fuel Purchase Authority for Fleet Division of Public Works

City Manager, Mr. Rothert, explained that the request regarding Resolution No. 420-22/23 Bulk Fuel Purchase Authority for Fleet Division of Public Works, would allow for the Fleet Division of Public Works to permanently make fuel purchases until revoked.

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

8.10. Resolution No. 421-22/23 City of Pekin , Illinois Proposed Pekin East Residential Tax Increment Financing (TIF) District Kevin Bresnahan Redevelopment Project

Economic Development Director, Mr. Matt Fick, presented the request to Council to approve Resolution No. 421-22/23 City of Pekin , Illinois Proposed Pekin East Residential Tax Increment Financing (TIF) District Kevin Bresnahan Redevelopment Project. Mr. Fick explained that Mr. Bresnahan had approached him regarding the property on Veterans and Broadway Road. Mr. Bresnahan was contemplating that the project would include dirt work and construction of one or two structures. The property was in the proposed TIF and the item would return to Zoning Board of Appeals and Council should a special use be needed.

Mr. Bresnahan explained to Council that the property had not yet been purchased but had a contract pending to be completed sometime in August. Mr. Fick had some preliminary drawings. Mr. Bresnahan added that one of the buildings would be for inside RV storage, and 7.7 acres would be a used car lot.

Council discussed whether there were plans to create a hard surface around the area and questioned how far back the setting of the buildings were.

Mr. Bresnahan stated that he thought the buildings would be 100 feet from the property line and that gravel would be laid around the area.

Mr. Rothert informed Mr. Bresnahan that a special use would be required to lay gravel and would have to go in front of the Zoning Board of Appeals.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
AYES:	Hohimer, Nutter, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.11. Resolution No. 422-22/23 City of Pekin , Illinois Proposed Pekin East Residential Tax Increment Financing (TIF) District Force Masonry Construction, Inc. Redevelopment Project

City Manager, Mr. Mark Rothert, explained to Council that the agreement had already been approved but the company had contacted Mr. Matt Fick to negotiate reimbursement for other eligible costs. They are limited to what could

be reimbursed, such as site work and architectural plans. The developers had requested the Inducement Resolution for a point in time to start tracking costs.

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

8.12. Resolution No. 423-22/23 Accept the Asphalt Joint from the Court Street Construction Project

City Manager, Mr. Mark Rothert, presented the request to Council to approve and adopt Resolution No. 423-22/23 to Accept the Asphalt Joint on Court Street. Mr. Rothert explained that the asphalt work had been completed by R. A. Cullinan, but there was a small lip at the asphalt seam between lanes that was almost $\frac{1}{2}$ inch in the worst area in the curve near Jimmy Johns. The Engineering Department had checked that the lip was less than $\frac{1}{4}$ inch through the crosswalk and there were no ADA issues with the work. Mr. Rothert continued to explain that the seam was noticeable to the general public but did not hold water and was not a structural issue. There was a chance that if a snow plow were to damage the lip it would need repaired. The seam was mostly aesthetic and did not significantly change the expected life of the joint. Grinding or patching the lip would decrease the life of the pavement. R.A. Cullinan agreed to grind and seal the lip but would not provide any cost deduction or do any more than repair with grinding or patching. The City Engineer recommended that no corrective action be taken.

Mayor Luft, Councilmember Nutter and Councilmember Orrick spoke in favor of the agenda item and trusted Ms. Esker and Mr. Reeise's opinion.

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

8.13. Resolution No. 412-22/23 Annual Appointments Boards, Commissions, Committees

Councilmember Hilst questioned the fulfillment of positions on the Economic Development Advisory Committee and the removal of Mr. Keith Dunkelbarger.

Mayor Luft had explained that Mr. Dunkelbarger was not removed but that his term had expired.

Councilmember Hilst stated that Mr. Dunkelbarger made no decision to quit. Mayor Luft stated that there were recommendations that some members wanted to move around.

Councilmember Hilst spoke against not reappointing Mr. Dunkelbarger and felt he was a huge asset to the City.

Mayor Luft stated that Mr. Dunkelbarger's service was appreciated.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Rick Hilst, Councilman
SECONDER:	Lloyd Orrick, Council Member
AYES:	Hilst, Hohimer, Cloyd, Orrick, Abel, Luft
NAYS:	Dave Nutter

STAFF AND COUNCIL REPORTS

Councilmember Cloyd commended Christie Shirtz, a bus driver, that went above and beyond for helping a special needs student that was being bullied.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 1. PERSONNEL

RESULT:	APPROVED [UNANIMOUS]
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

10.1. Motion to: Move Into Executive Session to discuss 5 ILCS 120/2 (c) 1. Personnel

A motion was made by Councilmember Nutter seconded by Councilmember Cloyd to move into Executive Session to discuss 5 ILCS (c) Personnel at 7:59 PM. Motion passed by viva voce.

Council returned to open session at 8:25 PM.

ADJOURN

Seeing no further action of the Council, a motion was made by Councilmember Orrick seconded by Councilmember Hohimer to adjourn at 8:25 PM.

PROCEEDINGS OF THE SPECIAL MEETING
OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
HELD IN THE COUNCIL CHAMBERS OF CITY HALL
111 S. CAPITOL ST
ON THURSDAY MAY 12, 2022 AT 3:30 O'CLOCK P.M.
MAYOR MARK LUFT PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Nutter.

CALL TO ORDER

The City Clerk Sue McMillan confirmed by roll call that all Councilmembers were physically present except for Councilmembers Hohimer and Hilst.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Absent	
Karen Hohimer	City of Pekin	Councilwoman	Absent	3:15 PM
Dave Nutter	City of Pekin	Councilman	Present	3:16 PM
Becky Cloyd	City of Pekin	Mayor Pro tem	Present	3:18 PM
Lloyd Orrick	City of Pekin	Council Member	Present	3:05 PM
John P Abel	City of Pekin	Councilman	Present	3:15 PM
Mark Luft	City of Pekin	Mayor	Present	3:10 PM

APPROVE AGENDA

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

PUBLIC INPUT

No public input was given.

NEW BUSINESS

- 5.1. Resolution No. 424-22/23 Employee Separation Agreement**
City Manager, Mr. Mark Rothert, discussed with Council the separation and release agreement between the City of Pekin and Sarah Newcomb that included an accrual of vacation and a time off stipulation cooperating with the City and any future lawsuits that may tie her to such cases. Mr. Rothert stated that Ms. Newcomb signed the agreement on May 9, 2022 leaving her 7 days to revoke the agreement as a contingency if she chose to exercise it.

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

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Councilmember Nutter commented on the letter that was mailed to residents by Ameren stating that the rate would be expiring.

Mr. Rothert advised that Good Energy had advised to hold off on rebidding until the next bidding period. The rebidding should have taken place a few weeks ago.

Mayor Luft commented that there had been numerous phone calls and suggested putting information on the City's website, Facebook and in the utility billing. Mayor Luft stated that it was his understanding that the bidding would take place before the next two months.

City Clerk Sue McMillan suggested the Mayor reach out to the new media so that residents could be informed.

ADJOURN

Seeing no other business of the Council a motion was made by Councilmember Abel seconded by Councilmember Orrick to adjourn. On roll call vote all present voted Aye. Mayor Luft adjourned the meeting at 3:45 PM.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 23, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru May 13, 2022

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2022

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 05/11/2022 - 2:33PM
 Batch: 00020.04.2022 - missy1 5-13-22 fy22-1



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				
3M									
10727									
9416327943	4/26/2022	864.74	0.00	05/13/2022				No	0
445-041-523000 Traffic Street Signs				white high intensity sheeting					
9416327943 Total:		864.74							
3M Total:		864.74							
Advance Auto Parts									
12965									
1184	4/19/2022	153.25	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				front wheel hub for 5172 stock					
1184 Total:		153.25							
1446	4/26/2022	3.49	0.00	05/13/2022				No	0
100-034-534400 Equipment Repairs				heat shrink tubing for MABAS trailer					
1446 Total:		3.49							
1450	4/26/2022	7.47	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				dipstick for 5162					
1450 Total:		7.47							
1460	4/26/2022	137.79	0.00	05/13/2022				No	0
501-501-534000 Automotive Expense				headlights for bus stock					
1460 Total:		137.79							

AP-To Be Paid Proof List (05/11/2022 - 2:33 PM)

Page 1

*** means this invoice number is a duplicate.

Attachment: To Be Paid Proof List 5-13-22 FY22 [Revision 1] (3089 : Accounts Payable To Be Paid Proof

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
1470	4/2/2022	7.64	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				washer nozzle for truck 464					
1470 Total:		7.64							
1482	4/2/2022	7.64	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				washer nozzle for truck 464 stock					
1482 Total:		7.64							
1572	4/28/2022	302.75	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				brake pads and ball joints for 464					
1572 Total:		302.75							
*** 1573	4/28/2022	355.56	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				tie rod/steering stabilizer and front rotors for 464					
1573 Total:		355.56							
1574	4/28/2022	52.79	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				oil seal for truck 464					
1574 Total:		52.79							
2261	4/19/2022	153.25	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				front wheel hub for 5172					
2261 Total:		153.25							
2753	4/29/2022	614.27	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				tie rods and 2 wheel bearings					
2753 Total:		614.27							
5282	4/6/2022	103.19	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				wiper arm transmission 5153					
5282 Total:		103.19							
*** 5449	4/19/2022	155.00	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				c/v axle for 5172					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
5449 Total:		155.00							
5607	4/29/2022	52.79	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				oil seal for st dept 464					
5607 Total:		52.79							
Advance Auto Parts Total:		2,106.88							
Alexis Fire Equipment Co. 11112									
0072961in	4/19/2022	97.54	0.00	05/13/2022				No	0
100-034-534000 Automotive Expense				door catch for engine3					
0072961in Total:		97.54							
Alexis Fire Equipment Co.		97.54							
All Small Engine N More LLC 13945									
3074	4/11/2022	488.00	0.00	05/13/2022				No	0
501-501-557200 License And Inspection Fees				bus inspections					
3074 Total:		488.00							
All Small Engine N More L		488.00							
Amazon Capital Services 10020									
116rm76k3wmq	5/1/2022	863.28	0.00	05/13/2022				No	0
100-007-554300 Uniforms And Tools				engineer dept tools/tech level and case					
116rm76k3wmq Total:		863.28							
17jh9r9vmp4	5/1/2022	47.57	0.00	05/13/2022				No	0
100-004-520200 Office Supplies				receipt book for clerks					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	17jh9r9vmp4 Total:	47.57							
19rjjkwvqvp4	5/1/2022	89.54	0.00	05/13/2022				No	0
501-501-522400 General Supplies				binder clips and cell phone case					
	19rjjkwvqvp4 Total:	89.54							
1fjgxplc1yn9	5/1/2022	96.31	0.00	05/13/2022				No	0
501-501-522400 General Supplies				disposable coffee cups, gel pens and phone case					
	1fjgxplc1yn9 Total:	96.31							
1gl4j3h9t3wy	5/1/2022	53.27	0.00	05/13/2022				No	0
699-069-522400 General Supplies				decal remover					
	1gl4j3h9t3wy Total:	53.27							
1gl4j3h9t77d	5/1/2022	116.30	0.00	05/13/2022				No	0
100-009-550300 Telephone				cell charger and accessories					
	1gl4j3h9t77d Total:	116.30							
1gl4j3h9tt11	5/1/2022	200.87	0.00	05/13/2022				No	0
699-069-529000 Equipment				proximity key fobs for fuel pumps					
	1gl4j3h9tt11 Total:	200.87							
1gwdtjvdrmkd	5/1/2022	77.78	0.00	05/13/2022				No	0
501-501-520200 Office Supplies				highlighters, car chargers and white out					
	1gwdtjvdrmkd Total:	77.78							
1m173tkv1dk7	5/1/2022	28.77	0.00	05/13/2022				No	0
100-034-529000 Equipment				snap shackles					
	1m173tkv1dk7 Total:	28.77							
1p16ptdf19yy	5/1/2022	-108.27	0.00	05/13/2022	term-high	expense		No	0
525-525-534200 Buildings And Grounds Rep				returned terminal lights					
	1p16ptdf19yy Total:	-108.27							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
*** 1pnmyd3vr9	5/1/2022	428.89	0.00	05/13/2022				No	0
100-761-592604 Emergency Services Team				ink for CIERT printer					
*** 1pnmyd3vr9	5/1/2022	849.99	0.00	05/13/2022				No	0
100-761-592604 Emergency Services Team				CIERT printer					
*** 1pnmyd3vr9	5/1/2022	119.98	0.00	05/13/2022				No	0
100-761-592604 Emergency Services Team				CIERT portable scanner					
*** 1pnmyd3vr9	5/1/2022	59.99	0.00	05/13/2022				No	0
100-761-592604 Emergency Services Team				portable external hard drive/CIERT					
1pnmyd3vr9 Total:		1,458.85							
IPNMYD3VYGQK	5/1/2022	716.70	0.00	05/13/2022				No	0
100-068-522400 General Supplies				carpet cleaner, air freshener plunger and bowl brush set					
IPNMYD3VYGQK Total:		716.70							
1pvm69dqr1wy	5/1/2022	597.38	0.00	05/13/2022				No	0
100-068-522400 General Supplies				paper towels, roll towels and kleenex					
1pvm69dqr1wy Total:		597.38							
1py7hhh4r7tg	5/1/2022	21.93	0.00	05/13/2022				No	0
501-501-520200 Office Supplies				labels and cell phone case					
1py7hhh4r7tg Total:		21.93							
1qlfdp69tt1v	5/1/2022	559.90	0.00	05/13/2022				No	0
100-009-599802 Computer Hardware				2 mini pc and cables					
1qlfdp69tt1v Total:		559.90							
1vrwg1j7rn7h	5/1/2022	1,397.44	0.00	05/13/2022				No	0
525-525-587100 Office Furniture & Equip				loby screens and mounts					
1vrwg1j7rn7h Total:		1,397.44							
1vrwg1j7t9nt	5/1/2022	95.99	0.00	05/13/2022				No	0
100-764-520200 Office Supplies				black toner					
1vrwg1j7t9nt Total:		95.99							
1wm7gwdnv9di	5/1/2022	137.22	0.00	05/13/2022	term-furn	furnoff		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
525-525-587100 Office Furniture & Equip				light for airport					
1wm7gwdnv9di Total:		137.22							
*** 1xnq9jgfwvry	5/1/2022	139.95	0.00	05/13/2022				No	0
100-761-592700 Shooting Range				timer for shooting range					
*** 1xnq9jgfwvry	5/1/2022	13.90	0.00	05/13/2022				No	0
100-761-520200 Office Supplies				desk stapler					
*** 1xnq9jgfwvry	5/1/2022	34.15	0.00	05/13/2022				No	0
100-761-598100 Public Relations				supplies for recritment committee					
*** 1xnq9jgfwvry	5/1/2022	41.98	0.00	05/13/2022				No	0
100-761-598100 Public Relations				carring bag for recruitment committee supplies					
1xnq9jgfwvry Total:		229.98							
1xnq9jgfyx9v	5/1/2022	48.00	0.00	05/13/2022				No	0
100-009-599802 Computer Hardware				computer CPU cooler					
1xnq9jgfyx9v Total:		48.00							
Amazon Capital Services T		6,728.81							
Amerencilco 10021									
*** 0931067015	4/20/2022	27.23	0.00	05/13/2022				No	0
100-068-550100 Utilities				324 court 3/17-4/18/22					
0931067015 Total:		27.23							
*** 0963065243	5/2/2022	1,219.87	0.00	05/13/2022				No	0
100-068-550100 Utilities				various public properties 3/1-4/24/22					
*** 0963065243	5/2/2022	38.31	0.00	05/13/2022				No	0
100-068-550100 Utilities				1411 elmgrove tower 3/28-4/27/22					
*** 0963065243	5/2/2022	297.99	0.00	05/13/2022				No	0
100-068-550100 Utilities				1130 koch unit b (electric bus) 3/16-4/14/22					
*** 0963065243	5/2/2022	43.53	0.00	05/13/2022				No	0
223-026-550100 Utilities				201 s 2nd 3/7-4/5/22					
*** 0963065243	5/2/2022	1,323.07	0.00	05/13/2022				No	0
100-034-550100 Utilities				various fire dept locations 3/10-4/19/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
0963065243	Total:	2,922.77							
*** 100032550100	5/2/2022	146.78	0.00	05/13/2022	1208 koch and 1140 koch 3/16-4/18/22			No	0
100-034-550100 Utilities									
*** 100032550100	5/2/2022	680.39	0.00	05/13/2022	various airport locations 3/6-4/4/22			No	0
525-525-550100 Utilities									
*** 100032550100	5/2/2022	68.96	0.00	05/13/2022	606 s front st 4/24/22			No	0
231-031-550100 Utilities									
100032550100	Total:	896.13							
*** 1270092007	5/6/2022	125.68	0.00	05/13/2022	13906 airport ln 4/4-5/4/22			No	0
525-525-550100 Utilities									
1270092007	Total:	125.68							
*** 2349029006	4/19/2022	1,124.65	0.00	05/13/2022	elec for all liftstations 3/1-3/30/22			No	0
231-030-550100 Utilities									
2349029006	Total:	1,124.65							
*** 3955025012	4/25/2022	29.02	0.00	05/13/2022	street light at 1703 remington 3/22-4/21/22			No	0
240-240-550500 Electricity For Street Lights									
3955025012	Total:	29.02							
4984141001	4/21/2022	22.34	0.00	05/13/2022	traffic signal 3/28-4/19/22			No	0
240-240-550600 Electricity For Signal Lights									
4984141001	Total:	22.34							
Amerencilco	Total:	5,147.82							
American Water									
12288									
4000235449	5/1/2022	1,058.80	0.00	05/13/2022	april 2022 usage			No	0
231-029-560700 IL-Am Water Shut Off Expense									
4000235449	Total:	1,058.80							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
American Water Total:		1,058.80							
Armature Motor & Pump Co.									
12391									
38072	4/16/2022	617.50	0.00	05/13/2022				No	0
231-030-534400 Equipment Repairs				state street lift pump repair					
38072 Total:		617.50							
Armature Motor & Pump C		617.50							
Atlas Supply Company									
10038									
27806	3/8/2022	84.99	0.00	05/13/2022				No	0
100-032-522400 General Supplies				foam cups					
27806 Total:		84.99							
27968	3/2/2022	294.60	0.00	05/13/2022				No	0
501-501-522400 General Supplies				wipes and tissue					
27968 Total:		294.60							
Atlas Supply Company To		379.59							
Axis Forensic Toxicology, Inc.									
13096									
81147	4/30/2022	370.00	0.00	05/13/2022	poli-duis	expense		No	0
100-761-592606 Dui Enforcement				drug test for arrestee					
81147 Total:		370.00							
Axis Forensic Toxicology, I		370.00							

Beck Oil Company of Illinois

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
14623									
43022	5/3/2022	168.00	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				april 2022 squad car washes					
43022 Total:		168.00							
Beck Oil Company of Illino		168.00							
Benson, Eric									
11148									
*** expense-0422	4/28/2022	48.00	0.00	05/13/2022				No	0
100-034-519000 Training And Education				PDIC international conference 4/28/22					
expense-0422 Total:		48.00							
Benson, Eric Total:		48.00							
Big Rays Express									
14503									
22159	4/15/2022	83.05	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				oil change squad 5059					
22159 Total:		83.05							
Big Rays Express Total:		83.05							
Britton Electronics									
10083									
2229176	5/3/2022	3,290.41	0.00	05/13/2022				No	0
231-030-534400 Equipment Repairs				repair to state st liftstation 4/7-4/11/22					
2229176 Total:		3,290.41							
2229181	5/4/2022	2,008.34	0.00	05/13/2022				No	0
231-030-534400 Equipment Repairs				rebuilding #2screw pump 8/13/21-10/1/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
2229181 Total:		2,008.34							
Britton Electronics Total:		5,298.75							
Calpine Energy Solutions									
10590									
*** 2212500162912	5/5/2022	37.50	0.00	05/13/2022				No	0
240-240-550600 Electricity For Signal Lights					traffic lights 2/17-3/27/22			No	0
*** 2212500162912	5/5/2022	4,363.11	0.00	05/13/2022				No	0
240-240-550500 Electricity For Street Lights					street lights 2/19-4/4/22			No	0
*** 2212500162912	5/5/2022	1,100.19	0.00	05/13/2022				No	0
231-030-550100 Utilities					liftstations 2/13-4/5/22			No	0
*** 2212500162912	5/5/2022	632.93	0.00	05/13/2022				No	0
100-068-550100 Utilities					1411 elmgrove tower and 1130 koch unit a 2/27-4/1/22			No	0
*** 2212500162912	5/5/2022	1,933.48	0.00	05/13/2022				No	0
100-068-550100 Utilities					various public properties 2/28-4/5/22			No	0
*** 2212500162912	5/5/2022	14,730.05	0.00	05/13/2022				No	0
231-031-550100 Utilities					606 s front st and 2500 s 2nd 2/2-4/1/22			No	0
*** 2212500162912	5/5/2022	450.22	0.00	05/13/2022				No	0
525-525-550100 Utilities					various airport locations 3/6-4/4/22			No	0
*** 2212500162912	5/5/2022	378.56	0.00	05/13/2022				No	0
100-032-550100 Utilities					1208 and 1140 koch st 2/15-4/1/22			No	0
*** 2212500162912	5/5/2022	487.72	0.00	05/13/2022				No	0
501-501-550100 Utilities					various meters at 1130 koch st 2/15-4/1/22			No	0
*** 2212500162912	5/5/2022	853.60	0.00	05/13/2022				No	0
100-034-550100 Utilities					3232 court and 272 derby 2/14-3/20/22			No	0
*** 2212500162912	5/5/2022	487.72	0.00	05/13/2022				No	0
699-069-550100 Utilities					various meters at 1130 koch 2/15-4/1/22				
2212500162912 Total:		25,455.08							
Calpine Energy Solutions T		25,455.08							
Casey Transportation Services, Inc									
13206									
20226561	4/23/2022	1,677.39	0.00	05/13/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
445-041-535000 Material & Hauling					delivery of spray patching rock for street repairs 4/19/22				
20226561 Total:		1,677.39							
Casey Transportation Serv		1,677.39							
Cat Financial Services 10104									
*** 32332642	4/25/2022	1,209.38	0.00	05/13/2022				No	0
445-041-524000 Lease/Rental of Equipment					principal on backhoe loader for may 2022				
*** 32332642	4/25/2022	296.35	0.00	05/13/2022				No	0
445-041-590400 Interest Paid					interest on backhoe loader for may 2022				
32332642 Total:		1,505.73							
Cat Financial Services Tota		1,505.73							
Chism, Willard 14639									
05022022	5/2/2022	750.00	0.00	05/13/2022				No	0
231-030-569000 Other Contractual Service					backwater valve reimbursement at 103 orr ave				
05022022 Total:		750.00							
Chism, Willard Total:		750.00							
CINTAS Corporation 10115									
4117857406	4/28/2022	181.76	0.00	05/13/2022				No	0
699-069-569000 Other Contractual Service					clean uniforms 4/28/22				
4117857406 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									
*** 86	5/9/2022	240.00	0.00	05/13/2022				No	0
270-270-560500 Consulting Services				consulting fees 4/27-5/9/22					
*** 86	5/9/2022	240.00	0.00	05/13/2022				No	0
273-273-560500 Consulting Services				consulting fees 4/27-5/9/22					
*** 86	5/9/2022	160.00	0.00	05/13/2022				No	0
275-275-560500 Consulting Services				consulting fees 4/27-5/9/22					
*** 86	5/9/2022	2,000.00	0.00	05/13/2022				No	0
277-277-560500 Consulting Services				consulting fees 4/27-5/9/22					
*** 86	5/9/2022	1,440.00	0.00	05/13/2022				No	0
100-793-560500 Consulting Services				consulting fees 4/27-5/9/22					
86 Total:		4,080.00							
City Solutions Consulting L		4,080.00							
CivicPlus, LLC									
14637									
226168	4/1/2022	5,170.00	0.00	05/13/2022				No	0
100-009-538000 Maintenance Agreements				municode maintenance 4/1/22-3/31/23					
226168 Total:		5,170.00							
CivicPlus, LLC Total:		5,170.00							
Cloudpoint Geographics Inc.									
11838									
inv3118	4/30/2022	7,450.00	0.00	05/13/2022				No	0
100-007-569000 Other Contractual Service				gis services for 4/2022					
inv3118 Total:		7,450.00							
Cloudpoint Geographics In		7,450.00							

Coe Equipment Inc

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
10123									
78629	4/21/2022	868.38	0.00	05/13/2022				No	0
231-030-534000 Automotive Expense				rebuild kit for vactor					
78629 Total:		868.38							
Coe Equipment Inc Total:		868.38							
Conway Shield									
14482									
0396456	4/29/2022	550.00	0.00	05/13/2022				No	0
100-761-592700 Shooting Range				range supplies, storage case and 4 hearing protectors					
0396456 Total:		550.00							
0490548	4/25/2022	308.50	0.00	05/13/2022				No	0
100-034-529000 Equipment				5 shields for helmet					
0490548 Total:		308.50							
0490593	4/26/2022	324.80	0.00	05/13/2022				No	0
100-034-529000 Equipment				harness					
0490593 Total:		324.80							
Conway Shield Total:		1,183.30							
Core & Main									
10255									
*** q719227	4/25/2022	1,474.65	0.00	05/13/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				pvc pipe for sewer/stock					
*** q719227	4/25/2022	1,474.65	0.00	05/13/2022				No	0
231-033-564100 Drainage Improvements				pvc pipe for storm drain in shop					
q719227 Total:		2,949.30							
Core & Main Total:		2,949.30							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Cottrell, Jan 10133									
expense-042022	4/20/2022	75.16	0.00	05/13/2022				No	0
100-761-554300 Tools & Uniforms				uniform allowance/3 pairs of pants					
expense-042022 Total:		75.16							
Cottrell, Jan Total:		75.16							
Dossey, John 12954									
*** expense-0422	4/27/2022	61.78	0.00	05/13/2022				No	0
100-761-519000 Training And Education				il assoc. of chiefs of police conf 2022 4/27-4/29/22					
expense-0422 Total:		61.78							
Dossey, John Total:		61.78							
Easy Way Safety Services, Inc 14525									
57870	1/27/2022	1,285.00	0.00	05/13/2022				No	0
501-501-529000 Equipment				safety harnesses for buses					
57870 Total:		1,285.00							
Easy Way Safety Services,		1,285.00							
Farnsworth Group Inc 10180									
228083	9/28/2021	47,566.25	0.00	05/13/2022				No	0
231-000-150700 Sewers				court st drainage study					
228083 Total:		47,566.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Farnsworth Group Inc Tot	47,566.25							
Fastenal Company 10181									
ilpek168847	4/12/2022	47.99	0.00	05/13/2022				No	0
100-007-554300	Uniforms And Tools				mesh vest and eyewear for engineering dept				
	ilpek168847 Total:	47.99							
ilpek168877	4/14/2022	264.08	0.00	05/13/2022				No	0
699-069-534000	Automotive Expense				electrical connector for stock				
	ilpek168877 Total:	264.08							
ilpek168917	4/15/2022	70.83	0.00	05/13/2022				No	0
699-069-522400	General Supplies				mechanics gloves				
	ilpek168917 Total:	70.83							
	Fastenal Company Total:	382.90							
First UNUM Life Insurance Company 14363									
*** 04786960019	2/11/2022	304.64	0.00	05/13/2022				No	0
695-095-517504	A D & D Life Premium				04/22 unum city share life insurance				
	04786960019 Total:	304.64							
	First UNUM Life Insuranc	304.64							
Freeman, Mike 14641									
04042022	4/4/2022	750.00	0.00	05/13/2022				No	0
231-030-569000	Other Contractual Service				backwater valve reimbursement at 105 donn				
	04042022 Total:	750.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Freeman, Mike Total:	750.00							
Gallery Ford Pekin 10683									
1281	4/28/2022	631.25	0.00	05/13/2022				No	0
100-034-534000 Automotive Expense				injector and fuel lines for rescue #2					
	1281 Total:	631.25							
	Gallery Ford Pekin Total:	631.25							
Gatekeeper Systems USA Inc 13982									
u041206	4/21/2022	1,794.48	0.00	05/13/2022				No	0
501-501-529000 Equipment				antenna mounts and antennas for buses					
	u041206 Total:	1,794.48							
	Gatekeeper Systems USA I	1,794.48							
Gem City Tire 12935									
30642	6/2/2022	-210.00	0.00	05/13/2022				No	0
445-041-534000 Automotive Expense				returned tires for truck 420					
	30642 Total:	-210.00							
34633	3/15/2022	255.00	0.00	05/13/2022				No	0
100-034-534400 Equipment Repairs				alignment for rescue 2					
	34633 Total:	255.00							
*** 35091	4/18/2021	49.00	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				14 tire disposal fee					
*** 35091	4/18/2021	88.00	0.00	05/13/2022				No	0
223-023-534000 Automotive Expense				11 tire disposal fee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
35091 Total:		137.00							
Gem City Tire Total:		182.00							
GFI Digital 13867									
*** 2208522	4/13/2022	570.49	0.00	05/13/2022				No	0
100-001-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	660.72	0.00	05/13/2022				No	0
100-990-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	75.97	0.00	05/13/2022				No	0
100-006-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	154.95	0.00	05/13/2022				No	0
100-763-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	167.66	0.00	05/13/2022				No	0
100-763-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	51.39	0.00	05/13/2022				No	0
100-761-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	377.96	0.00	05/13/2022				No	0
100-764-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	67.58	0.00	05/13/2022				No	0
100-032-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	76.10	0.00	05/13/2022				No	0
501-501-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	219.13	0.00	05/13/2022				No	0
501-501-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	1.26	0.00	05/13/2022				No	0
501-501-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	24.03	0.00	05/13/2022				No	0
501-501-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	128.00	0.00	05/13/2022				No	0
501-501-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
*** 2208522	4/13/2022	127.99	0.00	05/13/2022				No	0
699-069-538000 Maintenance Agreements				copier usage 3/9-4/8/22					
2208522 Total:		2,703.23							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	GFI Digital Total:	2,703.23							
GFL Environmental Services USA, Inc. 14249									
p60005199608	3/31/2022	9,721.45	0.00	05/13/2022				No	0
231-031-536400 Sludge Removal				disposal of sludge 3/1-3/31/22					
	p60005199608 Total:	9,721.45							
p60005199675	4/15/2022	27,590.22	0.00	05/13/2022				No	0
223-023-566500 Landfill Expense				landfill fee 4/1-4/15/22					
	p60005199675 Total:	27,590.22							
p6005199686	4/15/2022	4,195.79	0.00	05/13/2022				No	0
231-031-536400 Sludge Removal				disposal of sludge 4/4-4/12/22					
	p6005199686 Total:	4,195.79							
p90005199031	3/31/2022	2,201.86	0.00	05/13/2022				No	0
223-026-566502 Recycling Expense				curbside pick up re 3/1-3/30/22					
	p90005199031 Total:	2,201.86							
	GFL Environmental Service	43,709.32							
Gianessi, Danny 14640									
04042022	4/4/2022	750.00	0.00	05/13/2022				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1216 charlotte st					
	04042022 Total:	750.00							
	Gianessi, Danny Total:	750.00							
Golf Green Lawn Care 14121									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
965732	4/27/2022	80.00	0.00	05/13/2022				No	0
100-068-584009	General Public Improvements			round up herbicide at city hall 4/27/22					
965732 Total:		80.00							
Golf Green Lawn Care Tot		80.00							
Hampton Equipment Inc. 11580									
42822-1	4/28/2022	394.74	0.00	05/13/2022				No	0
445-041-534400	Equipment Repairs			flexible element for dura patcher					
42822-1 Total:		394.74							
Hampton Equipment Inc. T		394.74							
Hanson Professional Svcs Inc 10248									
1093792	5/3/2022	20,626.17	0.00	05/13/2022	DERB-ENGR	engr		No	0
100-032-561200	Engineering Fees			derby st phase 1 engineering through 4/23/22					
1093792 Total:		20,626.17							
Hanson Professional Svcs		20,626.17							
Harris Pest Control 10251									
116566	4/7/2022	75.00	0.00	05/13/2022				No	0
501-501-569000	Other Contractual Service			pet maintenance 4/7/22					
116566 Total:		75.00							
116570	4/7/2022	60.00	0.00	05/13/2022				No	0
525-525-566600	Pest Control			pet maintenance 4/7/22					
116570 Total:		60.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	Harris Pest Control Total:	135.00							
Hawkins Inc. 12742 6170335	4/25/2022	10,491.24	0.00	05/13/2022				No	0
231-031-522200 Chemical Supplies				polymer for sludge					
	6170335 Total:	10,491.24							
	Hawkins Inc. Total:	10,491.24							
Henricksen 10263 22030717-001de	4/28/2022	3,243.78	0.00	05/13/2022				No	0
277-277-584009 General Public Improvements				office furniture deposit for fire house #1					
	22030717-001de Total:	3,243.78							
	Henricksen Total:	3,243.78							
Herr Petroleum Corporation 12712 38495d	4/27/2022	32,853.04	0.00	05/13/2022				No	0
699-000-160100 Fuel Inventory				4005 gallons of fuel 4/27/22					
	38495d Total:	32,853.04							
d39058	3/25/2022	14,615.72	0.00	05/13/2022				No	0
699-000-160100 Fuel Inventory				4000 gallons of fuel 3/25/22					
	d39058 Total:	14,615.72							
d39171	3/25/2022	9,736.33	0.00	05/13/2022				No	0
699-000-160100 Fuel Inventory				2101 gallons of fuel 3/25/22					
	d39171 Total:	9,736.33							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	Herr Petroleum Corporatio	57,205.09							
Howell, Gary 14622									
091384	4/14/2022	1,100.00	0.00	05/13/2022	term-pant	expense		No	0
525-525-534200 Buildings And Grounds Rep					terminal wall paint 4/14/22				
091384 Total:		1,100.00							
Howell, Gary Total:		1,100.00							
IL American Water 10291									
*** 210001171146	4/8/2022	230.40	0.00	05/13/2022				No	0
501-501-550100 Utilities					1130 koch 3/8-4/7/22				
210001171146 Total:		230.40							
*** 210001655200	4/18/2022	31.58	0.00	05/13/2022				No	0
231-031-550100 Utilities					608 s front st 3/15-4/14/22				
210001655200 Total:		31.58							
*** 210004789874	4/20/2022	643.38	0.00	05/13/2022				No	0
231-031-550100 Utilities					606 s front st 3/15-4/14/22				
210004789874 Total:		643.38							
IL American Water Total:		905.36							
IL Central College 10293									
2226pekinfirede	4/29/2022	5,849.90	0.00	05/13/2022				No	0
100-034-519000 Training And Education					continued tuition for fales, johnson, price and wyman				
2226pekinfirede Total:		5,849.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
IL Central College Total:		5,849.90							
IL Dept of Revenue 10298									
0019527568	5/9/2022	951.00	0.00	05/13/2022				No	0
525-000-218800 Sales Tax Payable				april 2022 airport fuel sales tax					
0019527568 Total:		951.00							
IL Dept of Revenue Total:		951.00							
IL Environmental Protection Agency 11923									
*** 16	3/15/2022	82,620.87	0.00	05/13/2022				No	0
231-000-218700 IEPA Loan L17-4855				principle payment on L17-4855					
*** 16	3/15/2022	26,025.05	0.00	05/13/2022				No	0
231-029-590400 Interest Paid				interest payment on L17-4855					
16 Total:		108,645.92							
IL Environmental Protectio		108,645.92							
Illini Plumbing, Inc. 12264									
16545	4/26/2022	577.58	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep				city hall water heater repair					
16545 Total:		577.58							
Illini Plumbing, Inc. Total:		577.58							
Innovative Medical Therapies LLC 14507									
1057	3/16/2022	150.00	0.00	05/13/2022				No	0
501-501-559000 Medical Expense/supplies				annual physical for AJ					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	1057 Total:	150.00							
1058	3/16/2022	150.00	0.00	05/13/2022	annual physical for BN			No	0
501-501-559000 Medical Expense/supplies									
	1058 Total:	150.00							
1059	3/16/2022	150.00	0.00	05/13/2022	annual physical for LR			No	0
501-501-559000 Medical Expense/supplies									
	1059 Total:	150.00							
1060	3/16/2022	150.00	0.00	05/13/2022	annual physical for DA			No	0
501-501-559000 Medical Expense/supplies									
	1060 Total:	150.00							
1061	3/16/2022	150.00	0.00	05/13/2022	annual physical for ML			No	0
501-501-559000 Medical Expense/supplies									
	1061 Total:	150.00							
1062	3/16/2022	150.00	0.00	05/13/2022	annual physical for BD			No	0
501-501-559000 Medical Expense/supplies									
	1062 Total:	150.00							
1063	3/16/2022	150.00	0.00	05/13/2022	annual physical for CH			No	0
501-501-559000 Medical Expense/supplies									
	1063 Total:	150.00							
	Innovative Medical Therap	1,050.00							
IWIRC									
10335									
359127	4/11/2022	106.00	0.00	05/13/2022	annual physical for RW			No	0
501-501-559000 Medical Expense/supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
359127 Total:		106.00							
360111	4/18/2022	345.00	0.00	05/13/2022				No	0
501-501-559000 Medical Expense/supplies				fit for duty/physical MN					
360111 Total:		345.00							
IWIRC Total:		451.00							
J-Horn Electric, LLC 14647									
5453	4/29/2022	8,711.00	0.00	05/13/2022	term-elec	expense		No	0
525-000-150600 Building Improvements				main hanger lighting					
5453 Total:		8,711.00							
5454	4/29/2022	8,144.00	0.00	05/13/2022	term-elec	expense		No	0
525-000-150600 Building Improvements				lobby electrical					
5454 Total:		8,144.00							
J-Horn Electric, LLC Total		16,855.00							
Johnson, Bunce & Noble, P.C. 14317									
46868	4/27/2022	1,566.00	0.00	05/13/2022				No	0
100-003-560600 Corporate Counsel Fees				broadway farms settlement representation 8/25/21-4/18/22					
46868 Total:		1,566.00							
Johnson, Bunce & Noble, P		1,566.00							
Jones, Rob 11207									
expense-0422	4/24/2022	47.73	0.00	05/13/2022				No	0
100-761-519000 Training And Education				pistol RDS instructor 4/24-4/27/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0422 Total:	47.73							
	Jones, Rob Total:	47.73							
Laser Electric Inc 10367 sc24123	4/26/2022	364.00	0.00	05/13/2022				No	0
445-041-532000 Electronic Equipment Main				signal maintenance at 14th and broadway					
	sc24123 Total:	364.00							
sc24155	5/1/2022	732.00	0.00	05/13/2022				No	0
445-041-532000 Electronic Equipment Main				signal maintenance at broadway and parkway 3/18-3/23/22					
	sc24155 Total:	732.00							
sc24156	5/1/2022	335.60	0.00	05/13/2022				No	0
445-041-532000 Electronic Equipment Main				signal maintenance at 14th and court 3/19/22					
	sc24156 Total:	335.60							
sc24166	5/1/2022	562.00	0.00	05/13/2022				No	0
445-041-532000 Electronic Equipment Main				signal maintenance at 14th and broadway 3/22/22					
	sc24166 Total:	562.00							
ts2521	10/22/2020	349.69	0.00	05/13/2022				No	0
445-041-532000 Electronic Equipment Main				signal maintenance					
	ts2521 Total:	349.69							
ts7722	3/18/2022	197.63	0.00	05/13/2022				No	0
445-041-532000 Electronic Equipment Main				traffic signal maintenance					
	ts7722 Total:	197.63							
	Laser Electric Inc Total:	2,540.92							

LHF Compost, Inc.

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
11829									
179615	4/23/2022	1,234.23	0.00	05/13/2022				No	0
223-023-566500 Landfill Expense				yw fee 4/18-4/22/22					
179615 Total:		1,234.23							
LHF Compost, Inc. Total:		1,234.23							
Linde Gas & Equipment									
10518									
10185579	4/30/2022	318.24	0.00	05/13/2022				No	0
100-034-524000 Lease/rental Of Equipment				torch gas rental 3/20-4/20/22					
10185579 Total:		318.24							
70214873	4/22/2022	173.77	0.00	05/13/2022				No	0
100-034-524000 Lease/rental Of Equipment				oxygen tank rental 3/20-4/20/22					
70214873 Total:		173.77							
Linde Gas & Equipment To		492.01							
Macqueen Emergency									
10230									
p00803	4/25/2022	1,004.58	0.00	05/13/2022				No	0
100-034-534000 Automotive Expense				lights for L3					
p00803 Total:		1,004.58							
Macqueen Emergency Tota		1,004.58							
Magnet Forensics USA Inc									
13809									
sin047087	5/2/2022	4,040.00	0.00	05/13/2022				No	0
100-009-538000 Maintenance Agreements				cellular extractions 2023 7/1/22-6/30/23					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	sin047087 Total:	4,040.00							
	Magnet Forensics USA Inc	4,040.00							
McKenzie, Dallas 10406 expense-042022	4/22/2022	50.00	0.00	05/13/2022	cdl reimbursement			No	0
100-032-557200 License And Inspection Fees									
	expense-042022 Total:	50.00							
	McKenzie, Dallas Total:	50.00							
McKesson Medical-Surgical Inc. MMSGS 10431 i9330444	4/28/2022	52.35	0.00	05/13/2022	emergency medical supplies			No	0
100-034-522500 Emergency Medical Supplie									
	i9330444 Total:	52.35							
	McKesson Medical-Surgica	52.35							
Menards 10414 21020	3/25/2022	173.98	0.00	05/13/2022	keyless lever locks (2)			No	0
525-525-522400 General Supplies									
	21020 Total:	173.98							
22119	4/13/2022	222.89	0.00	05/13/2022	deck box, eye bolts			No	0
100-068-522400 General Supplies									
	22119 Total:	222.89							
22238	4/15/2022	59.90	0.00	05/13/2022	wood			No	0
100-068-522400 General Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
22238 Total:		59.90							
22647	4/22/2022	15.90	0.00	05/13/2022	screen and filter			No	0
100-034-522400 General Supplies									
22647 Total:		15.90							
22657	4/22/2022	53.07	0.00	05/13/2022	batteries and 511 spray			No	0
100-034-522400 General Supplies									
22657 Total:		53.07							
22804	4/25/2022	41.85	0.00	05/13/2022	fender washers and galvanized struts			No	0
100-068-522400 General Supplies									
22804 Total:		41.85							
22976	4/28/2022	8.99	0.00	05/13/2022	gallon of bar and chain lube			No	0
231-031-522400 General Supplies									
22976 Total:		8.99							
22990	4/28/2022	57.44	0.00	05/13/2022	aspen board			No	0
100-068-522400 General Supplies									
22990 Total:		57.44							
23057	4/29/2022	40.12	0.00	05/13/2022	water test kit and select board			No	0
100-068-522400 General Supplies									
23057 Total:		40.12							
23631	5/9/2022	47.28	0.00	05/13/2022	distilled water			No	0
231-031-522600 Machine Lubricant & Oil									
23631 Total:		47.28							
Menards Total:		721.42							

Motorola Solutions

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
14529									
8281342445	3/12/2022	1,009.36	0.00	05/13/2022				No	0
100-761-555000 Radio Expense				8 wireless radio microphones					
8281342445 Total:		1,009.36							
Motorola Solutions Total:		1,009.36							
MRR LAW									
14558									
8371	5/6/2022	587.50	0.00	05/13/2022				No	0
100-003-561004 Admin Hearing Officer				adjudication hearing officer 4/14-4/28/22					
8371 Total:		587.50							
MRR LAW Total:		587.50							
NAPA Auto Parts of Pekin									
10441									
*** 499655	4/9/2022	9.78	0.00	05/13/2022				No	0
445-041-534400 Equipment Repairs				spark plug for paint machine					
499655 Total:		9.78							
NAPA Auto Parts of Pekin		9.78							
National Business Furniture, LLC									
14642									
zk170764tdq	3/31/2022	4,753.04	0.00	05/13/2022	term-furn	furnoff		No	0
525-525-587100 Office Furniture & Equip				airport terminal furniture					
zk170764tdq Total:		4,753.04							
National Business Furnitur		4,753.04							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
O'Reilly Automotive Stores, Inc. 10456									
1262124123	4/20/2022	36.68	0.00	05/13/2022				No	0
100-034-534400 Equipment Repairs				battery posts/wire for MABAS trailer					
1262124123 Total:		36.68							
O'Reilly Automotive Stores		36.68							
Otis Elevator 10461									
100400709224	3/14/2022	3,724.92	0.00	05/13/2022				No	0
100-068-557200 License And Inspection Fees				elevator inspection at city hall 4/1/22-3/31/23					
100400709224 Total:		3,724.92							
Otis Elevator Total:		3,724.92							
Otto Baum Co Inc 10462									
190902510x	3/30/2022	7,099.37	0.00	05/13/2022				No	0
231-030-564000 Sewer Maintenance/Improvement				sewer repairs/adjustments made on distillery rd 3/25/22					
190902510x Total:		7,099.37							
22060081x	4/30/2022	1,719.90	0.00	05/13/2022				No	0
445-041-534900 Sidewalk Renovations				sidewalk improvements/parking in front of mckenzie bldg					
22060081x Total:		1,719.90							
Otto Baum Co Inc Total:		8,819.27							
Pace Analytical Services 10473									
i9509492	4/29/2022	4,516.91	0.00	05/13/2022				No	0
231-031-561300 Testing Fees And Expenses				lab testing 3/24-4/19/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	i9509492 Total:	4,516.91							
	Pace Analytical Services To	4,516.91							
Pekin Park District 10487									
*** 01042022	1/4/2021	72.53	0.00	05/13/2022				No	0
100-068-550100 Utilities					1/2 of utilities reimbursement 12/01-12/31/21				
*** 01042022	1/4/2021	34.51	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep					1/2 of labor reimbursement 12/01-12/31/21				
	01042022 Total:	107.04							
*** 020122	2/1/2021	30.47	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep					1/2 of labor reimbursement 1/01-1/31/22				
*** 020122	2/1/2021	75.59	0.00	05/13/2022				No	0
100-068-550100 Utilities					1/2 of utilities reimbursement 1/01-1/31/22				
	020122 Total:	106.06							
*** 03012022	3/1/2021	78.11	0.00	05/13/2022				No	0
100-068-550100 Utilities					1/2 of utilities reimbursement 2/1-2/28/22				
*** 03012022	3/1/2021	30.46	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep					1/2 of labor reimbursement 2/1-2/28/22				
	03012022 Total:	108.57							
*** 04012022	4/1/2021	37.03	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep					1/2 of labor reimbursement 3/1-3/30/22				
*** 04012022	4/1/2021	67.36	0.00	05/13/2022				No	0
100-068-550100 Utilities					1/2 of utilities reimbursement 3/1-3/30/22				
	04012022 Total:	104.39							
*** 05022022	5/2/2021	98.66	0.00	05/13/2022				No	0
100-068-550100 Utilities					1/2 of utilities reimbursement 04/01-04/30/22				
*** 05022022	5/2/2021	532.68	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep					1/2 of labor reimbursement 04/01-04/30/22				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	05022022 Total:	631.34							
*** 08022021	8/2/2021	380.97	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep				1/2 of labor reimbursement 07/01/-07/31/21					
*** 08022021	8/2/2021	292.78	0.00	05/13/2022				No	0
100-068-550100 Utilities				1/2 of utilities reimbursement 07/01/-07/31/21					
	08022021 Total:	673.75							
*** 09012021	9/1/2021	271.56	0.00	05/13/2022				No	0
100-068-550100 Utilities				1/2 of utilities reimbursement 08/01-08/31/21					
*** 09012021	9/1/2021	538.12	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep				1/2 of labor reimbursement 08/01-08/31/21					
	09012021 Total:	809.68							
*** 10012021	10/1/2021	366.48	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep				1/2 of labor reimbursement 09/01-09/31/21					
*** 10012021	10/1/2021	240.52	0.00	05/13/2022				No	0
100-068-550100 Utilities				1/2 of utilities reimbursement 09/01-09/31/21					
	10012021 Total:	607.00							
*** 11012021	11/1/2021	130.00	0.00	05/13/2022				No	0
100-068-550100 Utilities				1/2 of utilities reimbursement 10/01-10/31/21					
*** 11012021	11/1/2021	362.22	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep				1/2 of labor reimbursement 10/01-10/31/21					
	11012021 Total:	492.22							
*** 12012021	12/1/2021	35.76	0.00	05/13/2022				No	0
100-068-534200 Buildings And Grounds Rep				1/2 of labor reimbursement 11/01-11/31/21					
*** 12012021	12/1/2021	57.77	0.00	05/13/2022				No	0
100-068-550100 Utilities				1/2 of utilities reimbursement 11/01-11/31/21					
	12012021 Total:	93.53							
	Pekin Park District Total:	3,733.58							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Pekin Public Library 10488									
05102022	5/10/2022	37,441.73	0.00	05/13/2022				No	0
100-990-496200 PPRT Tax Clearing Acct				EOM january 2022 personal property replacement tax					
05102022 Total:		37,441.73							
05102022-1	5/10/2022	49,035.00	0.00	05/13/2022				No	0
100-990-496200 PPRT Tax Clearing Acct				EOM march 2022 personal property replacement tax					
05102022-1 Total:		49,035.00							
05102022-2	5/10/2022	57,969.51	0.00	05/13/2022				No	0
100-990-496200 PPRT Tax Clearing Acct				EOM april 2022 personal property replacement tax					
05102022-2 Total:		57,969.51							
Pekin Public Library Total:		144,446.24							
Pekin Shoe Repair 10490									
6217	4/26/2022	250.00	0.00	05/13/2022				No	0
100-007-554300 Uniforms And Tools				safety boots for DW					
6217 Total:		250.00							
Pekin Shoe Repair Total:		250.00							
Pekin Trophy House 10493									
980058	3/24/2022	18.00	0.00	05/13/2022				No	0
100-761-520200 Office Supplies				name plate					
980058 Total:		18.00							
Pekin Trophy House Total		18.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Ragan Communications Inc 10533									
27158	4/28/2022	288.50	0.00	05/13/2022				No	0
100-034-555000 Radio Expense				switch for radio					
27158 Total:		288.50							
27166	4/28/2022	228.20	0.00	05/13/2022				No	0
100-761-555000 Radio Expense				installation materials for radio installation in squads					
27166 Total:		228.20							
27198	4/29/2022	763.88	0.00	05/13/2022				No	0
100-034-555000 Radio Expense				monthly smr 4/30/22-5/30/22					
27198 Total:		763.88							
27200	4/29/2022	1,248.65	0.00	05/13/2022				No	0
100-761-555000 Radio Expense				monthly smr 4/30/22-5/30/22					
27200 Total:		1,248.65							
Ragan Communications Inc		2,529.23							
Ray O'Herron Co Inc 10539									
2190830	4/27/2022	62.92	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				cup holder for squad car					
2190830 Total:		62.92							
2190955	4/27/2022	34.47	0.00	05/13/2022				No	0
100-761-554300 Tools & Uniforms				name bar for new officer EM					
2190955 Total:		34.47							
2191240	4/28/2022	605.89	0.00	05/13/2022				No	0
100-761-592700 Shooting Range				2 simunition bolts for shooting range					
2191240 Total:		605.89							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
2191295	4/28/2022	129.67	0.00	05/13/2022				No	0
100-761-529000 Equipment				6 medal of valor					
2191295 Total:		129.67							
2191822	5/2/2022	129.88	0.00	05/13/2022				No	0
100-761-554300 Tools & Uniforms				raincoat for new officer EM					
2191822 Total:		129.88							
Ray O'Herron Co Inc Total		962.83							
Regional Office of Education #53 Tazewell Co.									
10634									
295	4/25/2022	710.00	0.00	05/13/2022				No	0
501-501-519000 Training And Education				annual refresher classes for drivers					
295 Total:		710.00							
Regional Office of Educatio		710.00							
Reliant Auto Glass									
13849									
*** i0006806	3/30/2022	715.00	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				windshield for 5153					
i0006806 Total:		715.00							
Reliant Auto Glass Total:		715.00							
Rendleman, Anthony									
10545									
expense-0422	4/28/2022	48.00	0.00	05/13/2022				No	0
100-034-519000 Training And Education				FDIC international 4/28/22					
expense-0422 Total:		48.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Rendleman, Anthony Total		48.00							
SAFEBuilt, LLC 14115									
0086056in	4/30/2022	16,971.50	0.00	05/13/2022				No	0
100-793-560500 Consulting Services				building permits for april 2022					
0086056in Total:		16,971.50							
0086106in	5/30/2022	8,145.00	0.00	05/13/2022				No	0
100-793-560500 Consulting Services				building inspections for april 2022					
0086106in Total:		8,145.00							
SAFEBuilt, LLC Total:		25,116.50							
Schaefer, Chris 10571									
expense 0422	4/28/2022	150.00	0.00	05/13/2022				No	0
231-031-557200 License And Inspection Fees				plumbing renewal license					
expense 0422 Total:		150.00							
Schaefer, Chris Total:		150.00							
Schwartz Electric 10579									
16645	4/29/2022	3,202.50	0.00	05/13/2022				No	0
100-990-599999 Contingency				julie locates 4/13-4/26/22					
16645 Total:		3,202.50							
Schwartz Electric Total:		3,202.50							

SHI International Corp

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
12297									
b15121400	4/25/2022	7,550.63	0.00	05/13/2022	meraki maintenance 4/22/22-4/21/23			No	0
100-009-538000 Maintenance Agreements									
b15121400 Total:		7,550.63							
SHI International Corp Tot		7,550.63							
Shipman, Eric									
10597									
expense-0422	4/24/2022	141.90	0.00	05/13/2022	property & evidence management training 4/24-4/27/22			No	0
100-761-519000 Training And Education									
expense-0422 Total:		141.90							
Shipman, Eric Total:		141.90							
Springbrook Holding Company LLC									
14638									
tminv005147	4/14/2022	189.00	0.00	05/13/2022	a/r and payroll training 4/4-4/14/22			No	0
100-006-519000 Training And Education									
tminv005147 Total:		189.00							
Springbrook Holding Comp		189.00							
Stewart, Nicole									
13588									
expense-0422	4/13/2022	125.88	0.00	05/13/2022	CIMCO april 2022 meeting 4/13/22			No	0
100-004-519000 Training And Education									
expense-0422 Total:		125.88							
Stewart, Nicole Total:		125.88							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Streichers 10621									
w1245827	4/20/2022	5,122.84	0.00	05/13/2022				No	0
100-761-592700 Shooting Range				simunition shooting range					
w1245827 Total:		5,122.84							
Streichers Total:		5,122.84							
Tazewell & Peoria Railroad, Inc 14263									
21tzpr01r210402	4/13/2022	2,166.00	0.00	05/13/2022	P3A0-CSO	engr		No	0
231-000-150700 Sewers				phase 3a CSO project					
21tzpr01r210402 Total:		2,166.00							
Tazewell & Peoria Railroad		2,166.00							
Tazewell County Asphalt Co. Inc. 11264									
20110012038	4/29/2022	1,561.50	0.00	05/13/2022				No	0
240-240-535000 Material And Hauling				bituminous surface for street repairs 4/25 and 4/27/22					
20110012038 Total:		1,561.50							
Tazewell County Asphalt C		1,561.50							
Tazewell County Recorder 10638									
05062022	5/6/2022	142.20	0.00	05/13/2022				No	0
100-793-593300 Lien Filing Fee				release of 3 liens					
05062022 Total:		142.20							
Tazewell County Recorder		142.20							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Tazewell County Recorder 11172									
05042022	5/4/2022	711.00	0.00	05/13/2022				No	0
231-029-593300 Lien Filing Fee				filing 15 wastewater liens					
05042022 Total:		711.00							
Tazewell County Recorder		711.00							
Third Millennium Associates, Inc. 11953									
*** 27606	4/18/2022	1,057.67	0.00	05/13/2022				No	0
231-029-569000 Other Contractual Service				april 2022 bill rendering					
*** 27606	4/18/2022	1,057.67	0.00	05/13/2022				No	0
223-023-569000 Other Contractual Service				april 2022 bill rendering					
*** 27606	4/18/2022	60.95	0.00	05/13/2022				No	0
231-029-520400 Postage				april 2022 postage					
*** 27606	4/18/2022	60.95	0.00	05/13/2022				No	0
223-023-520400 Postage				april 2022 postage					
27606 Total:		2,237.24							
*** 27610	4/19/2022	928.80	0.00	05/13/2022				No	0
231-029-569000 Other Contractual Service				march 2022 lock box					
*** 27610	4/19/2022	928.80	0.00	05/13/2022				No	0
223-023-569000 Other Contractual Service				march 2022 lock box					
27610 Total:		1,857.60							
*** 27669	4/30/2022	1,738.44	0.00	05/13/2022				No	0
231-029-569000 Other Contractual Service				april 2022 green pay					
*** 27669	4/30/2022	1,738.43	0.00	05/13/2022				No	0
223-023-569000 Other Contractual Service				april 2022 green pay					
27669 Total:		3,476.87							
Third Millennium Associat		7,571.71							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Thompson Brothers Inc									
14411									
202237	4/22/2022	4,200.00	0.00	05/13/2022	thng-upgr	expense		No	0
525-525-534200 Buildings And Grounds Rep				t-hanger endcap door replacement					
202237 Total:		4,200.00							
202238	4/22/2022	3,900.00	0.00	05/13/2022	thng-upgr	expense		No	0
525-525-534200 Buildings And Grounds Rep				office door replacement					
202238 Total:		3,900.00							
Thompson Brothers Inc To		8,100.00							
Thouvenot, Wade, and Moerchen Inc									
14645									
73610	4/26/2022	2,500.00	0.00	05/13/2022				No	0
445-041-561200 Engineering Fees				ADA transition plan/consent decree coordination					
73610 Total:		2,500.00							
Thouvenot, Wade, and Mo		2,500.00							
Topless Tree Service									
14332									
1717	4/21/2022	630.00	0.00	05/13/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 413 n capitol 4/21/22					
1717 Total:		630.00							
1727	4/29/2022	1,440.00	0.00	05/13/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground 3 stumps at 1606 crescent 4/28/22					
1727 Total:		1,440.00							
1729	5/3/2022	630.00	0.00	05/13/2022				No	0
100-032-536000 Tree Removal / Replacemen				ground stump at 713 s 9th st 4/29/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
1729 Total:		630.00							
Topless Tree Service Total:		2,700.00							
Truck Centers Inc 10664 f14036344401	3/30/2022	37.48	0.00	05/13/2022				No	0
223-025-534000 Automotive Expense				marker/light for yw4					
f14036344401 Total:		37.48							
Truck Centers Inc Total:		37.48							
Uline 11578 147535682	4/12/2022	238.61	0.00	05/13/2022				No	0
100-761-522400 General Supplies				storage boxes for evidence supplies					
147535682 Total:		238.61							
147798493	4/18/2022	153.41	0.00	05/13/2022				No	0
100-761-522400 General Supplies				storage boxes for evidence supplies					
147798493 Total:		153.41							
Uline Total:		392.02							
United Ready Mix Inc 11485 54255	4/24/2022	468.00	0.00	05/13/2022				No	0
231-033-564100 Drainage Improvements				flowable for storm pipe repair on court st					
54255 Total:		468.00							
United Ready Mix Inc Tota		468.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Unity Point Health 13528									
5110in2362	4/8/2022	91.25	0.00	05/13/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
5110in2362 Total:		91.25							
5110in2365	4/14/2022	86.20	0.00	05/13/2022				No	0
100-034-522500 Emergency Medical Supplie				emergency medical supplies					
5110in2365 Total:		86.20							
Unity Point Health Total:		177.45							
Unland & Co Inc., James 10671									
4404	4/25/2022	1,475.00	0.00	05/13/2022				No	0
695-095-569000 Other Contractual Service				04/22 hr services					
4404 Total:		1,475.00							
4405	4/25/2022	725.00	0.00	05/13/2022				No	0
695-095-516700 Wellness Program				04/22 wellness app					
4405 Total:		725.00							
Unland & Co Inc., James T		2,200.00							
VCNA Prairie LLC 14635									
890449802	4/19/2022	883.16	0.00	05/13/2022				No	0
240-240-535000 Material And Hauling				washed chips for street dept					
890449802 Total:		883.16							
VCNA Prairie LLC Total:		883.16							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Verizon 14122									
9904894310	4/23/2022	2,124.27	0.00	05/13/2022				No	0
100-009-550300 Telephone				police dept data 3/24-4/23/22					
9904894310 Total:		2,124.27							
9904894312	4/23/2022	694.36	0.00	05/13/2022				No	0
100-009-550300 Telephone				fire dept data 3/24-4/23/22					
9904894312 Total:		694.36							
Verizon Total:		2,818.63							
Visa (business) 11433									
*** 5164-0424	4/24/2022	164.98	0.00	05/13/2022				No	0
100-761-592604 Emergency Services Team				CIERT duty clothing					
*** 5164-0424	4/24/2022	305.97	0.00	05/13/2022				No	0
100-761-592604 Emergency Services Team				CIERT duty clothing					
*** 5164-0424	4/24/2022	160.96	0.00	05/13/2022				No	0
100-763-592600 Special Investigations Exp				medical subpoena					
*** 5164-0424	4/24/2022	649.00	0.00	05/13/2022				No	0
100-763-519000 Training And Education				social media training/ingles					
*** 5164-0424	4/24/2022	100.00	0.00	05/13/2022				No	0
100-766-519000 Training And Education				quarterly training for IACP belcher and lutz					
5164-0424 Total:		1,380.91							
*** 6031-0422	4/24/2022	-76.03	0.00	05/13/2022				No	0
100-001-519000 Training And Education				overpayment on february due to credit					
*** 6031-0422	4/24/2022	239.88	0.00	05/13/2022				No	0
100-001-551600 Dues And Subscriptions				membership/dues for linkedin					
6031-0422 Total:		163.85							
*** 9604-0422	4/24/2022	343.03	0.00	05/13/2022				No	0
100-005-597900 Employee Recognition				communications week					
*** 9604-0422	4/24/2022	654.25	0.00	05/13/2022				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 *** 9604-0422	4/24/2022	43.40	0.00	05/13/2022	school bus recognition			No	0
100-005-597900 Employee Recognition *** 9604-0422	4/24/2022	728.74	0.00	05/13/2022	employee recognition			No	0
100-005-597900 Employee Recognition *** 9604-0422	4/24/2022	42.60	0.00	05/13/2022	public works week			No	0
100-005-519000 Training And Education *** 9604-0422	4/24/2022	115.22	0.00	05/13/2022	flagger training			No	0
100-005-519000 Training And Education *** 9604-0422	4/24/2022	200.00	0.00	05/13/2022	flagger training			No	0
100-005-519000 Training And Education *** 9604-0422	4/24/2022	68.00	0.00	05/13/2022	IPMA-SCP recertification			No	0
501-501-554200 Meals/Lodging *** 9604-0422	4/24/2022	219.35	0.00	05/13/2022	teamster seniority meeting			No	0
100-005-520200 Office Supplies *** 9604-0422	4/24/2022	523.00	0.00	05/13/2022	labels, pens and other office supplies			No	0
100-005-569000 Other Contractual Service *** 9604-0422	4/24/2022	119.88	0.00	05/13/2022	accountant job boost			No	0
501-501-569000 Other Contractual Service					dropbox yearly service				
9604-0422 Total:		3,057.47							
Visa (business) Total:		4,602.23							
Waste Management 12524									
182073	4/18/2022	2,396.07	0.00	05/13/2022				No	0
231-031-569000 Other Contractual Service					20 yard dumpster 4/4-4/11/22				
182073 Total:		2,396.07							
Waste Management Total:		2,396.07							
Wayne Litwiller Excavating Inc 10695									
780105	1/13/2022	14,162.50	0.00	05/13/2022				No	0
100-766-536100 Property Cleanup Fees					emergency demo of damaged building 415 s 2nd 1/13/22				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
780105 Total:		14,162.50							
Wayne Litwiller Excavating		14,162.50							
Will Harms Co 10706									
*** 37145	4/7/2022	447.99	0.00	05/13/2022				No	0
501-501-587100 Office Equipment & Furniture					4 drawer locking file cabinet				
*** 37145	4/7/2022	273.45	0.00	05/13/2022				No	0
501-501-520200 Office Supplies					copy paper				
37145 Total:		721.44							
37164	4/26/2022	100.07	0.00	05/13/2022				No	0
100-006-520200 Office Supplies					redrope expanding file pockets				
37164 Total:		100.07							
37165	4/27/2022	77.68	0.00	05/13/2022				No	0
100-032-520200 Office Supplies					sharpies, paper clip and tape				
37165 Total:		77.68							
Will Harms Co Total:		899.19							
XWaste Inc 10721									
523011	3/11/2022	270.00	0.00	05/13/2022				No	0
445-041-535000 Material & Hauling					x-waste fee at landfill 2/3/22				
523011 Total:		270.00							
526350	4/8/2022	250.25	0.00	05/13/2022				No	0
100-068-569000 Other Contractual Service					x-waste fee for city hall dumpster				
526350 Total:		250.25							
526352	4/8/2022	194.08	0.00	05/13/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
100-766-536100 Property Cleanup Fees					x-waste fee/code enforcement 1209 s 14th 3/21/22				
526352 Total:		194.08							
526353	4/8/2022	203.17	0.00	05/13/2022				No	0
100-068-569000 Other Contractual Service					x-waste fee for main street clean-up 3/28/22				
526353 Total:		203.17							
XWaste Inc Total:		917.50							
Report Total:		689,111.68							

Accounts Payable

To Be Paid Proof List

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 Printed: 05/11/2022 - 3:36PM
 Batch: 00517.05.2022 - 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						
A to Z Rental									
10005									
92007	5/5/2022	276.00	0.00	05/13/2022				No	0
100-032-529000 Equipment				diamond blade for shop 5/5/22					
92007 Total:		276.00							
A to Z Rental Total:		276.00							
Advance Auto Parts									
12965									
*** 3003	5/4/2022	180.72	0.00	05/13/2022				No	0
501-501-534000 Automotive Expense				wipers for bus stock					
3003 Total:		180.72							
*** 3004	5/4/2022	175.74	0.00	05/13/2022				No	0
100-032-529000 Equipment				battery booster for st dept					
*** 3004	5/4/2022	351.48	0.00	05/13/2022				No	0
699-069-529000 Equipment				2 battery booster for vmf dept					
3004 Total:		527.22							
*** 5638	5/3/2022	214.66	0.00	05/13/2022				No	0
501-501-534000 Automotive Expense				freon bulk					
*** 5638	5/3/2022	214.66	0.00	05/13/2022				No	0
100-032-534000 Automotive Expense				freon bulk					
*** 5638	5/3/2022	214.67	0.00	05/13/2022				No	0
223-023-534000 Automotive Expense				freon bulk					

AP-To Be Paid Proof List (05/11/2022 - 3:36 PM)

*** means this invoice number is a duplicate.

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Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
5638 Total:		643.99							
Advance Auto Parts Total:		1,351.93							
All Small Engine N More LLC 13945									
*** 3121	5/1/2022	59.00	0.00	05/13/2022				No	0
223-023-557200 License And Inspection Fees					state inspection on sw 15				
*** 3121	5/1/2022	117.00	0.00	05/13/2022				No	0
100-032-557200 License And Inspection Fees					state inspection on street dept trucks				
*** 3121	5/1/2022	610.00	0.00	05/13/2022				No	0
501-501-557200 License And Inspection Fees					state inspection on various buses				
3121 Total:		786.00							
3164	5/1/2022	61.00	0.00	05/13/2022				No	0
501-501-557200 License And Inspection Fees					state inspection on bus 1912				
3164 Total:		61.00							
All Small Engine N More L		847.00							
APWA Membership 13466									
*** 158932	3/2/2022	1,110.00	0.00	05/13/2022				No	0
100-007-551600 Dues And Subscriptions					APWA membership 6/1/22-5/31/23				
158932 Total:		1,110.00							
APWA Membership Total:		1,110.00							
Beckham, Roy 14592									
expense0522	5/10/2022	18.72	0.00	05/13/2022				No	0
100-990-520400 Postage					us postal certified mail 941 quarterly 1st				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	expense0522 Total:	18.72							
	Beckham, Roy Total:	18.72							
Big Rays Express 14503 22523	5/2/2022	76.45	0.00	05/13/2022	oil change squad 5202			No	0
100-761-534000 Automotive Expense									
	22523 Total:	76.45							
	Big Rays Express Total:	76.45							
CINTAS Corporation 10115 4118538423	5/5/2022	181.76	0.00	05/13/2022	clean uniforms 5/5/22			No	0
699-069-569000 Other Contractual Service									
	4118538423 Total:	181.76							
	CINTAS Corporation Tota	181.76							
Comcast Cable 11073 201310001183	5/2/2022	89.55	0.00	05/13/2022	cable at 111 s capitol 5/8-6/7/22			No	0
100-990-569000 Other Contractual Service									
	201310001183 Total:	89.55							
*** 203130107121	4/26/2022	43.78	0.00	05/13/2022	1130 koch st 5/1-5/31/22			No	0
501-501-569000 Other Contractual Service									
	203130107121 Total:	43.78							
*** 203130449291	5/1/2022	116.85	0.00	05/13/2022	traffic camera at 1340 park ave 5/8-6/7/22			No	0
100-032-569000 Other Contractual Service									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
203130449291 Total:		116.85							
*** 203130449325	5/2/2022	116.85	0.00	05/13/2022				No	0
100-032-569000 Other Contractual Service				traffic camera at 1500 s 2nd 5/9-6/8/22					
203130449325 Total:		116.85							
*** 203130641400	5/1/2022	116.85	0.00	05/13/2022				No	0
100-032-569000 Other Contractual Service				traffic camera at 2600 s 2nd 5/6-6/5/22					
203130641400 Total:		116.85							
*** 203200090660	4/19/2022	297.55	0.00	05/13/2022				No	0
525-525-550300 Telephone				airport internet/phone 4/23-5/22/22					
203200090660 Total:		297.55							
Comcast Cable Total:		781.43							
Dr Brendon J Johnson OD PC 14020									
05092022	5/10/2022	5,000.00	0.00	05/13/2022				No	0
277-277-584009 General Public Improvements				purchase of ironwood property for fire station/earnest mone;					
05092022 Total:		5,000.00							
Dr Brendon J Johnson OD		5,000.00							
EJ Equipment 11489									
p03616	5/2/2022	300.07	0.00	05/13/2022				No	0
100-032-534000 Automotive Expense				liners for TYMCO sweeper 480					
p03616 Total:		300.07							
EJ Equipment Total:		300.07							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
Franciscovich, Brian 10207									
expense-052022	5/11/2022	600.00	0.00	05/13/2022				No	0
699-069-554300 Uniforms And Tools				fy23 tool allowance per contract					
expense-052022 Total:		600.00							
Franciscovich, Brian Total:		600.00							
Gallery Ford Pekin 10683									
11157	5/4/2022	221.23	0.00	05/13/2022				No	0
100-761-534000 Automotive Expense				replaced water pump changed oil and filter squad 5178					
11157 Total:		221.23							
Gallery Ford Pekin Total:		221.23							
Gem City Tire 12935									
35303	5/3/2022	150.00	0.00	05/13/2022				No	0
100-032-534000 Automotive Expense				front end alignment 464					
35303 Total:		150.00							
35328	5/5/2022	467.66	0.00	05/13/2022				No	0
100-034-534000 Automotive Expense				left rear tire for ladder 1					
35328 Total:		467.66							
Gem City Tire Total:		617.66							
Harris Pest Control 10251									
116988	5/5/2022	75.00	0.00	05/13/2022				No	0
501-501-566600 Pest Control				pest control at bus dept 5/5/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
116988 Total:		75.00							
116992	5/5/2022	60.00	0.00	05/13/2022				No	0
525-525-566600 Pest Control				pest control at airport 5/5/22					
116992 Total:		60.00							
Harris Pest Control Total:		135.00							
Howdyshell, Wendell 10277									
expense-052022	5/11/2022	600.00	0.00	05/13/2022				No	0
699-069-554300 Uniforms And Tools				fy23 tool allowance per contract					
expense-052022 Total:		600.00							
Howdyshell, Wendell Total		600.00							
Hugh Saxe Enterprises, Inc. 14364									
1004340	4/26/2022	125.00	0.00	05/13/2022				No	0
100-068-524000 Lease/rental Of Equipment				water softner rental 5/1-5/31/22					
1004340 Total:		125.00							
1004374	4/26/2022	32.95	0.00	05/13/2022				No	0
525-525-524000 Lease/rental Of Equipment				water softner rental 5/1-5/31/22					
1004374 Total:		32.95							
Hugh Saxe Enterprises, Inc		157.95							
Hutchinson, Courtney 10281									
expense-0522	5/10/2022	1,268.08	0.00	05/13/2022				No	0
100-761-519000 Training And Education				axon accelerate conference 5/22-5/26/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	expense-0522 Total:	1,268.08							
	Hutchinson, Courtney Tota	1,268.08							
Identification Technologies 10927									
279128	5/1/2022	3,495.00	0.00	05/13/2022				No	0
100-009-538000 Maintenance Agreements					live scan maintenance agreement 5/1/22-4/30/23				
	279128 Total:	3,495.00							
	Identification Technologies	3,495.00							
Jones, Rob 11207									
expense-0522	5/6/2022	97.92	0.00	05/13/2022				No	0
100-761-592700 Shooting Range					range keys				
	expense-0522 Total:	97.92							
	Jones, Rob Total:	97.92							
Marion County Savings Bank 14450									
04182022	5/10/2022	2,000.00	0.00	05/13/2022				No	0
277-277-584009 General Public Improvements					earnest money for 336 margaret st				
	04182022 Total:	2,000.00							
	Marion County Savings Ba	2,000.00							
McLain, Dakota 14643									
0505	5/6/2022	15.00	0.00	05/13/2022				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
100-760-464000 Parking Tickets				parking ticke reimbursement p5259000033					
0505 Total:		15.00							
McLain, Dakota Total:		15.00							
Menards 10414 23186	5/2/2022	16.18	0.00	05/13/2022	plug and anchor			No	0
100-034-522400 General Supplies									
23186 Total:		16.18							
23326	5/4/2022	32.07	0.00	05/13/2022	scrub brushes			No	0
100-034-522400 General Supplies									
23326 Total:		32.07							
23485	5/6/2022	65.29	0.00	05/13/2022	pull knobs at airport			No	0
525-525-522400 General Supplies									
23485 Total:		65.29							
23629	5/9/2022	205.96	0.00	05/13/2022	counter top at airport			No	0
525-525-522400 General Supplies									
23629 Total:		205.96							
Menards Total:		319.50							
Midwest Transit Equipment 10421 r35100636301	5/4/2022	204.90	0.00	05/13/2022	stop arm/labor on bus 1919			No	0
501-501-534000 Automotive Expense									
r35100636301 Total:		204.90							
x10106213801	5/3/2022	358.52	0.00	05/13/2022	mirror bracket assembly for bus1209			No	0
501-501-534000 Automotive Expense									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	x10106213801 Total:	358.52							
x10106218501	5/5/2022	358.52	0.00	05/13/2022				No	0
501-501-534000 Automotive Expense					right side mirror bracket and mirror for 1968				
	x10106218501 Total:	358.52							
	Midwest Transit Equipmen	921.94							
Mitchell, Cory 12131									
expense-0522	5/2/2022	15.00	0.00	05/13/2022				No	0
100-761-519000 Training And Education					writing effective search warrants/report writing 5/2-5/3/22 fi				
	expense-0522 Total:	15.00							
expense-0522-1	5/2/2022	280.92	0.00	05/13/2022				No	0
100-761-519000 Training And Education					writing effective search warrants/report writing 5/2-5/3/22				
	expense-0522-1 Total:	280.92							
	Mitchell, Cory Total:	295.92							
Montoya, Emille 14646									
expense-0522	5/3/2022	63.95	0.00	05/13/2022				No	0
100-761-519000 Training And Education					basic law enforcemetn academy 5/3-8/12/22 car rental				
	expense-0522 Total:	63.95							
	Montoya, Emille Total:	63.95							
Parkside Athletics 10470									
05012022	5/1/2022	679.00	0.00	05/13/2022				No	0
695-095-516700 Wellness Program					05/22 50% gym memberships				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	05012022 Total:	679.00							
	Parkside Athletics Total:	679.00							
Pekin Public Library 10488									
05102022-4	5/10/2022	77,612.73	0.00	05/13/2022				No	0
100-990-496200 PPRT Tax Clearing Acct				EOM may 2022 personal property replacement tax					
	05102022-4 Total:	77,612.73							
	Pekin Public Library Total:	77,612.73							
Peterson, Josh 10502									
expesne0522	5/6/2022	110.00	0.00	05/13/2022				No	0
100-034-519000 Training And Education				youth firesetter intervention class 5/21-5/22					
	expesne0522 Total:	110.00							
	Peterson, Josh Total:	110.00							
Rainbo Oil Co 10534									
*** 9153990	5/5/2022	650.07	0.00	05/13/2022				No	0
501-501-534000 Automotive Expense				oil/core for bus dept					
*** 9153990	5/5/2022	574.45	0.00	05/13/2022				No	0
223-023-534000 Automotive Expense				oil/core for solid waste dept					
	9153990 Total:	1,224.52							
	Rainbo Oil Co Total:	1,224.52							
Rocky Top Inc.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
14610									
*** rt2262	5/6/2022	1,082.66	0.00	05/13/2022				No	0
525-525-534200 Buildings And Grounds Rep				entry way front fence at airport					
rt2262 Total:		1,082.66							
Rocky Top Inc. Total:		1,082.66							
Salvation Army									
11129									
05022022	5/2/2022	14,315.01	0.00	05/13/2022				No	0
261-320-511200 Public Serv Activity/Delivery				2021 CDBG awardee					
05022022 Total:		14,315.01							
Salvation Army Total:		14,315.01							
Sentry Safety Supply, Inc.									
10882									
*** 0265557in	5/2/2022	196.02	0.00	05/13/2022				No	0
100-032-522400 General Supplies				safety supplies/gloves and glasses					
*** 0265557in	5/2/2022	196.02	0.00	05/13/2022				No	0
223-023-522400 General Supplies				safety supplies/gloves and glasses					
*** 0265557in	5/2/2022	7.98	0.00	05/13/2022				No	0
699-069-522400 General Supplies				safety supplies/gloves and glasses					
0265557in Total:		400.02							
Sentry Safety Supply, Inc.		400.02							
SG Screen Graphics Inc.									
11820									
1298	5/5/2022	82.46	0.00	05/13/2022				No	0
100-761-599000 Miscellaneous				retirement plaques for hazelwood and burris					
1298 Total:		82.46							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	SG Screen Graphics Inc. To	82.46							
Tazewell County Recorder 10638									
05102022	5/10/2022	47.40	0.00	05/13/2022				No	0
100-793-593300 Lien Filing Fee				release of 1 lien at 623 s 11th					
	05102022 Total:	47.40							
	Tazewell County Recorder	47.40							
Topless Tree Service 14332									
1731	5/4/2022	1,215.00	0.00	05/13/2022				No	0
100-032-536000 Tree Removal / Replacemen				removed 2 stumps at 845 broadway 5/2/22					
	1731 Total:	1,215.00							
	Topless Tree Service Total:	1,215.00							
Tri-River Police Training Region, Inc 14481									
5129	5/5/2022	150.00	0.00	05/13/2022				No	0
100-761-519000 Training And Education				training 5/3/22 for cory mitchell					
	5129 Total:	150.00							
	Tri-River Police Training R	150.00							
Udry Jewelers 10667									
91125	5/5/2022	280.00	0.00	05/13/2022				No	0
100-005-597900 Employee Recognition				hazelwood retirement watch					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
91125 Total:		280.00							
Udry Jewelers Total:		280.00							
UniFirst First Aid & Safety 10749 a126560	5/5/2022	278.82	0.00	05/13/2022				No	0
501-501-559000 Medical Expense/supplies				replenish medicine cabinet					
a126560 Total:		278.82							
UniFirst First Aid & Safety		278.82							
Washburn, Wesley 13481 expense-0522	5/16/2022	745.36	0.00	05/13/2022				No	0
100-761-519000 Training And Education				dynamic/de-escalation ballistic class 5/16-5/20/22					
expense-0522 Total:		745.36							
Washburn, Wesley Total:		745.36							
Willmert, Brian 12133 expense-05/22	5/10/2022	1,268.08	0.00	05/13/2022				No	0
100-761-519000 Training And Education				axon accelerate conference 5/22-5/26/22					
expense-05/22 Total:		1,268.08							
Willmert, Brian Total:		1,268.08							
Wrhel, Lee Ann 12351 expense-0522	5/5/2022	98.82	0.00	05/13/2022				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					retirement receptions for hazelwood and burris/cake, punch,				
	expense-0522 Total:	98.82							
	Wrhel, Lee Ann Total:	98.82							
Zehr, Julia 14644 05052022	5/5/2022	15.00	0.00	05/13/2022				No	0
100-760-464000 Parking Tickets					reimbursement of parking ticket p5259000034				
	05052022 Total:	15.00							
	Zehr, Julia Total:	15.00							
	Report Total:	120,357.39							

Accounts Payable

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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							

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 23, 2022
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Proclamation Asian Pacific American Heritage Month

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2022

Date:



**Proclamation
On
Asian/Pacific American Heritage Month**

WHEREAS, Asian/Pacific American Heritage Month is an annual celebration that recognizes the historical and cultural contributions of individuals and groups of Asian and Pacific Islander descent to the United States; and

WHEREAS, Asian Americans and Pacific Islanders comprise many ethnicities and languages, and their many achievements embody the American experience; and

WHEREAS, Asian American and Pacific Islander men and women are productive members in all aspects of American life such as government and industry, science and medicine, the arts, the Armed Forces, education and sports; and

WHEREAS, we honor the invaluable contributions and leadership of Asian Americans, Native Hawaiians, and Pacific Islanders in the City of Pekin, comprising diverse and distinct cultures, ethnicity, history, language, nationality, racial identity, religion, and a variety of complex identities; and

WHEREAS, we pay respect to Asian/Pacific American workers, community leaders, and employees in Pekin; and

WHEREAS, the City of Pekin is proud to honor the history and contributions of Asian Americans, Native Hawaiians, and Pacific Islanders in our community and throughout our state and nation.

NOW THEREFORE, in recognition of past and present Asian/Pacific American contributions to our community, I, Mark Luft, Mayor of the City of Pekin, Illinois do hereby proclaim May 2022 to be

Asian/Pacific American Heritage Month.

I encourage all citizens to celebrate and embrace diversity in race and culture and continue our efforts to create a world that is more just, peaceful, and prosperous for all.

IN WITNESS THEREOF, I have hereunto set my hand
and caused the seal of the City of Pekin, Illinois
affixed this 23rd day of May 2022

Mark Luft, Mayor of the City of Pekin

**REQUEST FOR COUNCIL ACTION**

Agenda Date: May 23, 2022
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Proclamation Safe Boating Week

REQUIRED SIGNATURES

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

City Manager:
Date:

Office of the Mayor



Proclamation

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

NOW, THEREFORE, BE IT RESOLVED that I, Mark Luft, Mayor of the City of Pekin, Illinois, do hereby support the goals of the Safe Boating Campaign and proclaim May 21-27, 2022 as

“NATIONAL SAFE BOATING WEEK”

and the start of the year-round effort to promote safe boating in the City of Pekin, Tazewell County, Illinois and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.

APPROVED, this 23rd day of May, in the Year of Our Lord, Two Thousand and twenty-two.

Mark A. Luft, Mayor

Attest:

Sue E. McMillan, City Clerk



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Ordinance No. 3081-22/23 Special Use Request for VP Racing Fuel at 900 N 5th St (Case SU 2021-12)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: A revised special use request by VP Racing Fuel for a drive-through establishment in a B-3 General Commercial District at 900 N 5th Street. This special use was previously approved but a revised version of the site plan is being submitted by the applicant for review and recommendation.

The applicant's original site plan that was approved included bollards installed on the western side of the drive-through path to direct traffic to exit the property to the east creating a one-way exit from the drive-through onto the public roadway.

The proposed revised plan removes the bollards and repositions do not enter signs that were originally placed at the one-way exit to the public roadway to a location near the physical drive-through exit. This change allows exit from the drive-through in either direction as opposed to restricting traffic to the eastern exit.

This change does not appear to conflict with the City's Code and this request is only to approve the revision of the previously approved special use site plan. This item was brought before the Zoning Board of Appeals during the May 11th meeting who recommended approval of this item 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. 3081-22/23 Special Use Request for Revision by VP Racing Fuel at 900 N 5th Street (Case SU 2021-12)

WHEREAS, VP Racing Fuel (“Petitioner”) operates the property located at 900 N. 5th Street, located in the City of Pekin (the “Property”); and

WHEREAS, the Property is located in a B-3 zoning district; and

WHEREAS, the Property is operated as a gas station and convenience store; and

WHEREAS, on October 25, 2021, the City Council approved a special use to allow the operation of a drive-thru window on the Property for the sale of cigarettes, with certain conditions related to the design and signage of the drive-thru; and

WHEREAS, Petitioner has submitted a petition to revise the special use to reconfigure the drive-thru lane to allow for cars to exit the drive-thru in either direction rather than restricting traffic to a single exit from the Property; and

WHEREAS, after a hearing pursuant to duly published notice, the City of Pekin Zoning Board of Appeals has recommended approval of the revised Special Use.

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

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

Section 2. The revised Special Use requested by Petitioner to change the configuration of the drive-thru lane on the Property, as set forth in the revised site plan included in the Petition attached hereto as Exhibit A, is approved.

Section 3. 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 4. 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



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

SPECIAL USE APPLICATION

Address of Requested Special Use: VP Racing Fuel, 900 N 5th Street, Pekin, IL 61551

Applicant Name: Navin N Dodia

Address: 11414 N Casey Ct, Dunlap, IL 61525

Phone #: _____ Cell Phone #: 309-222-6389 E-Mail: navin.dodia@gmail.com

Owner Name: Arunithbhai N Patel

Address: 6050 E State Rd 45, Bloomington, IN 47408

Phone #: _____ Cell Phone #: 812-345-4715 E-Mail: _____

Attorney / Representative: Haley Chipman [Bellovin Construction Co.]

Address: 810 SW Adams St, Peoria 61601

Phone #: 309-219-2979 Cell Phone #: _____

Phone #: _____ Cell Phone #: _____ E-Mail: _____

Property Information:

Lot Area: _____ Zoning District: _____ Present Use: _____

Use of Adjacent Property & Zoning:

North: _____ South: _____

East: _____ West: _____

Property Identification Number: _____

Legal Description: (Attach Separate Page)



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Brief Summary and Reason for Request: For better opportunity and career growth.

No Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment, Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

CERTIFICATION BY THE APPLICANT

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

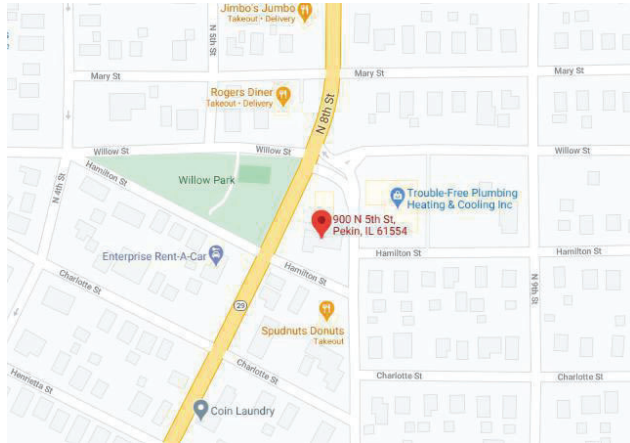
09/16/2021
Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.

Owner Signature

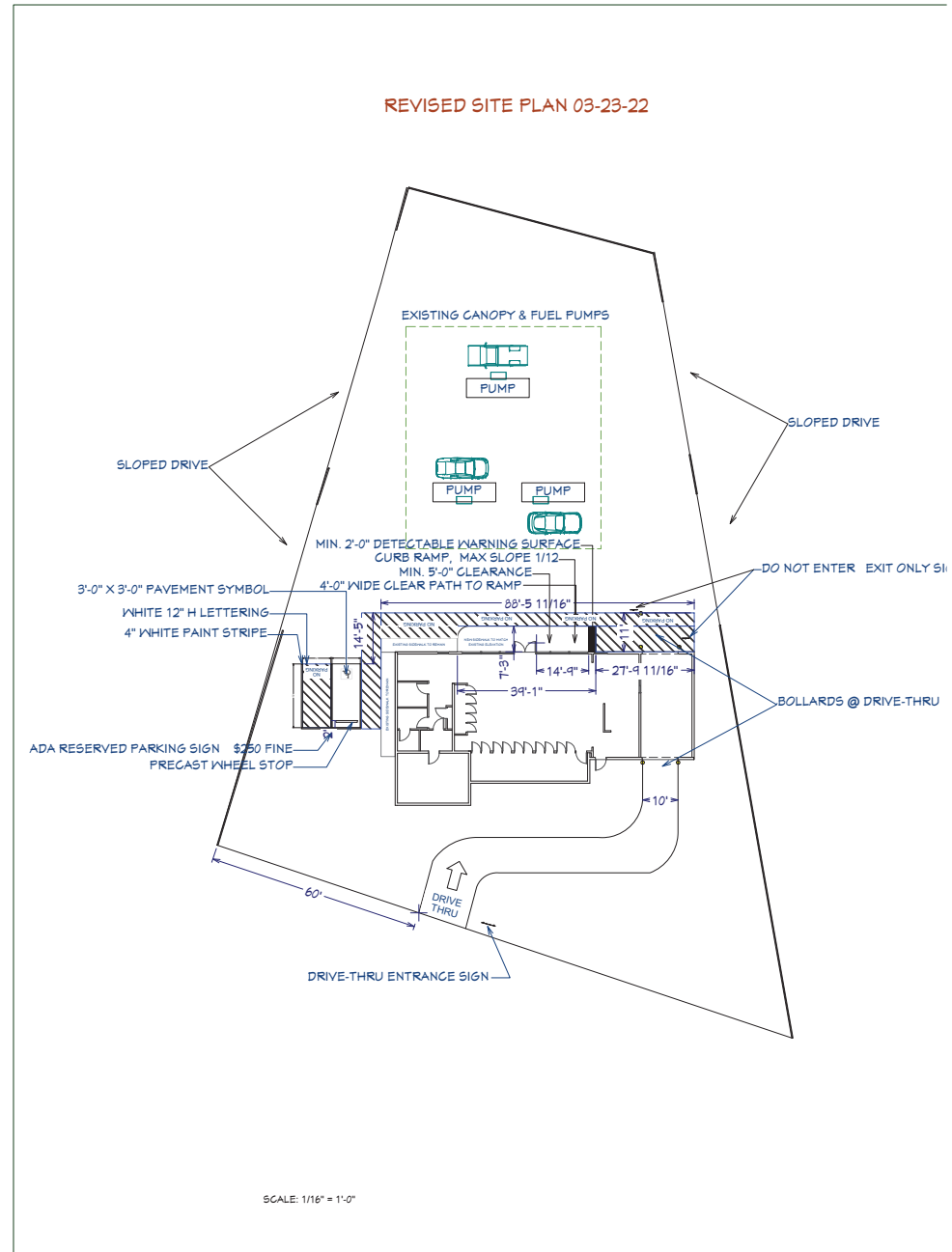
09/18/21
Date



NEW ASPHALT BLACKTOP AT REAR AND SIDES OF BUILDING



APPROX. 6,500 SQ.FT.



Attachment: Case SU 2021-12 VP Racing Fuel Revision (3077 : Ordinance No. 3081-22/23 Special Use



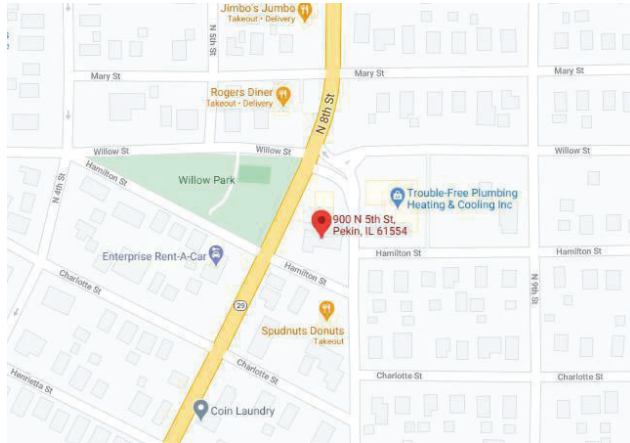
DATE	03/23/22
DESIGNED BY	NAVIN DODIA
DRAWN BY	NAVIN DODIA
CHECKED BY	NAVIN DODIA
APPROVED BY	NAVIN DODIA

NAVIN DODIA
400 N. 5TH ST.
PEKIN, IL 61554
304-222-6344

SITE PLAN

APPROVED BY:
DRAWN BY:
DATE:
SCALE:
SHEET: 5 of 12

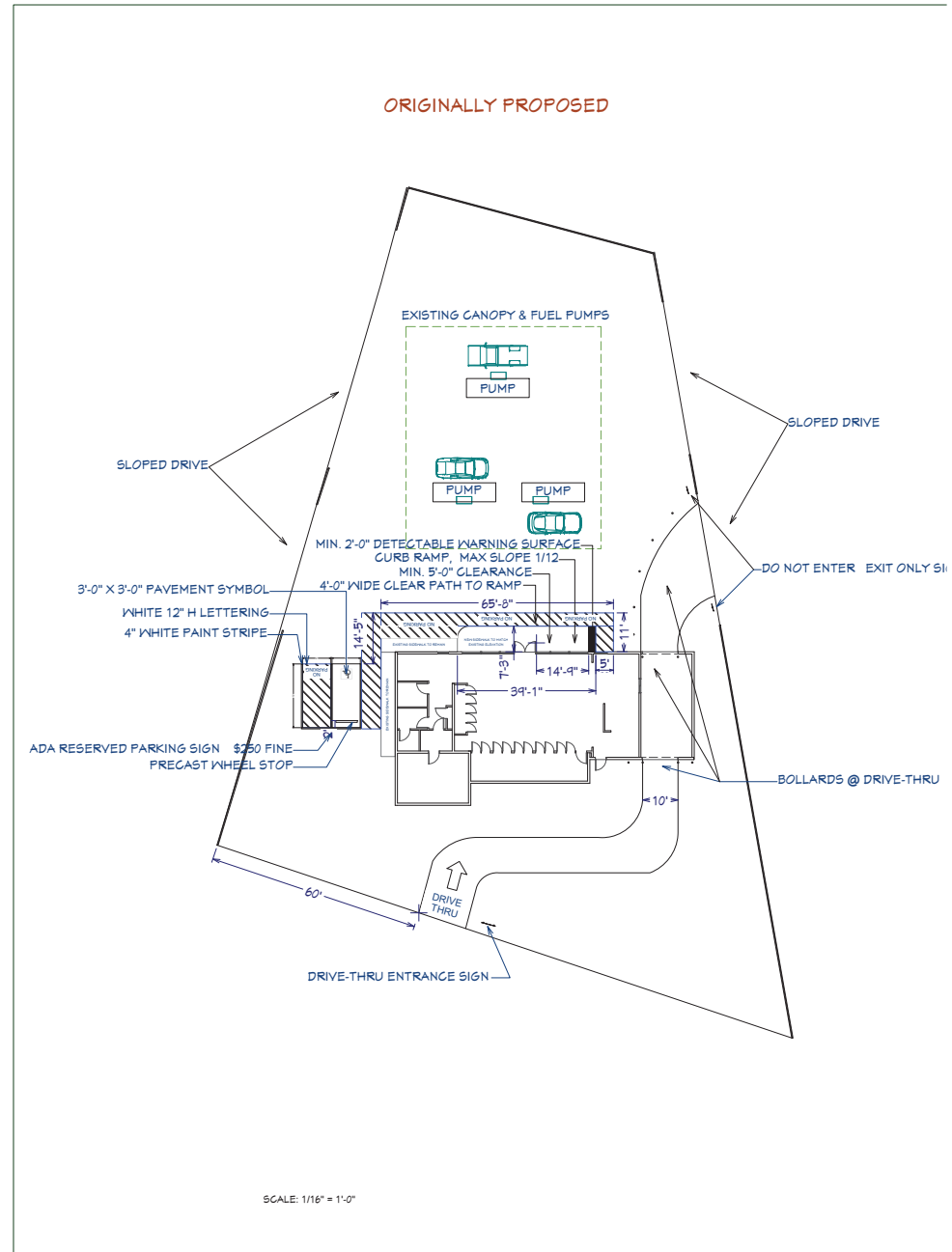
5



NEW ASPHALT BLACKTOP AT REAR AND SIDES OF BUILDING



APPROX. 6,500 SQ.FT.



Attachment: Case SU 2021-12 VP Racing Fuel Revision (3077 : Ordinance No. 3081-22/23 Special Use



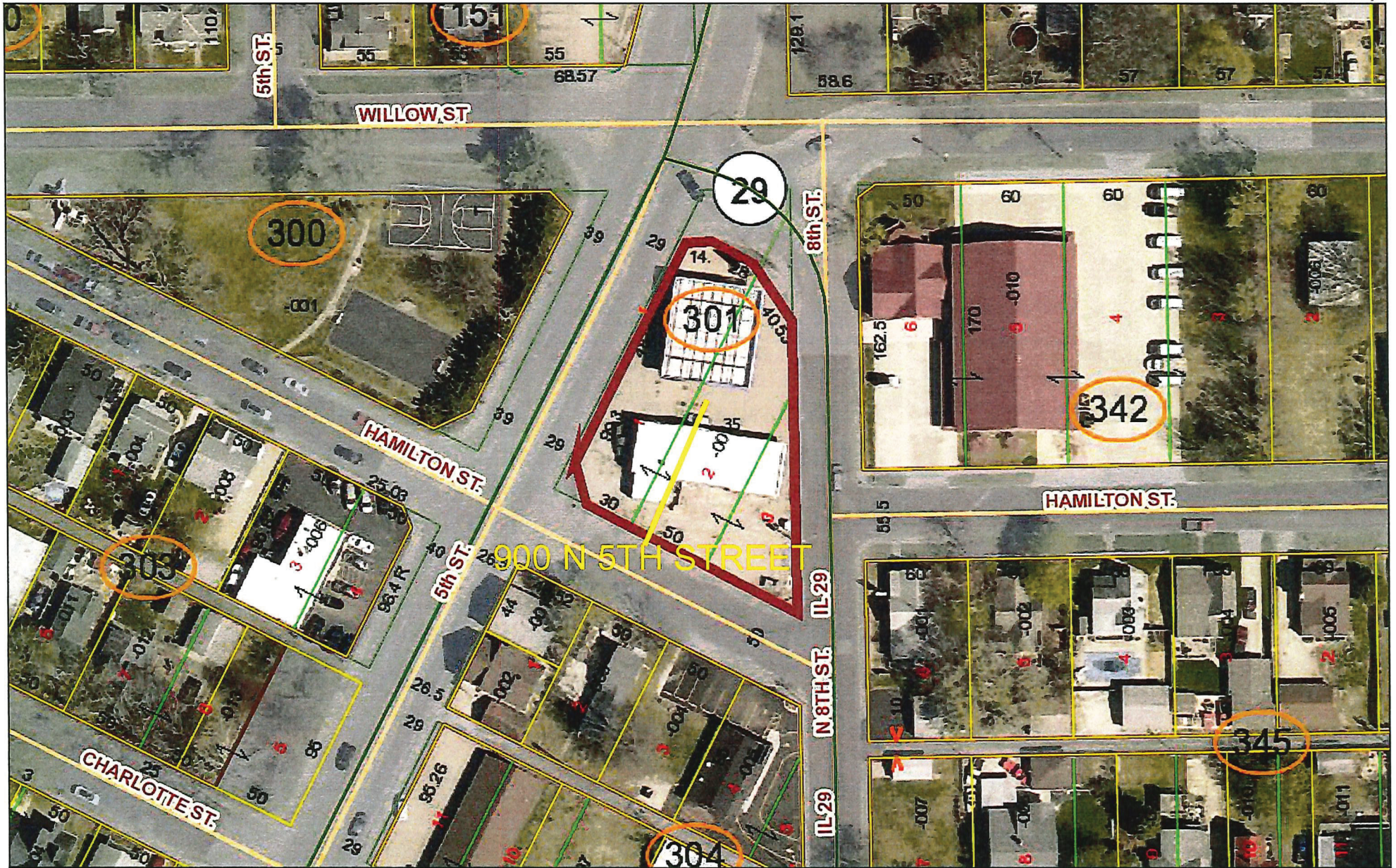
DATE	11/18/2021
DESIGNED BY	NAVIN DODIA
DRAWN BY	NAVIN DODIA
CHECKED BY	NAVIN DODIA
APPROVED BY	NAVIN DODIA

NAVIN DODIA
400 N. 5TH ST.
PEKIN, IL 61554
304-222-6394

SITE PLAN

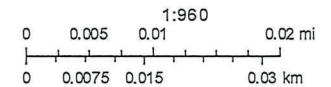
APPROVED BY:	
DRAWN BY:	
DATE:	11/18/2021
SCALE:	1 in = 1 in
SHEET:	5 of 12

5



- | | | |
|-------|--------|---------|
| 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: May 23, 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.

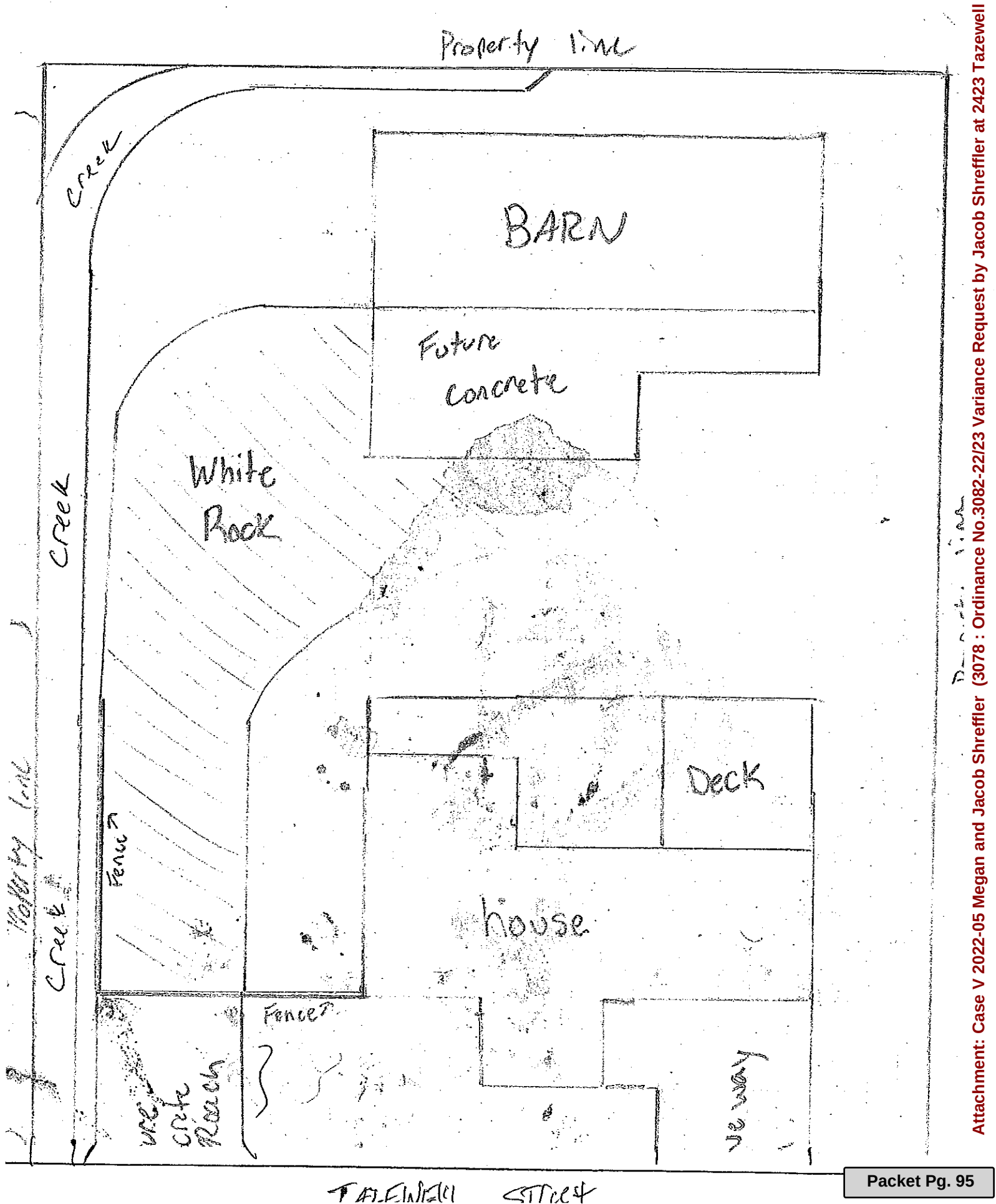
Jacob Shreffler 3/30/22
Owner Signature Date

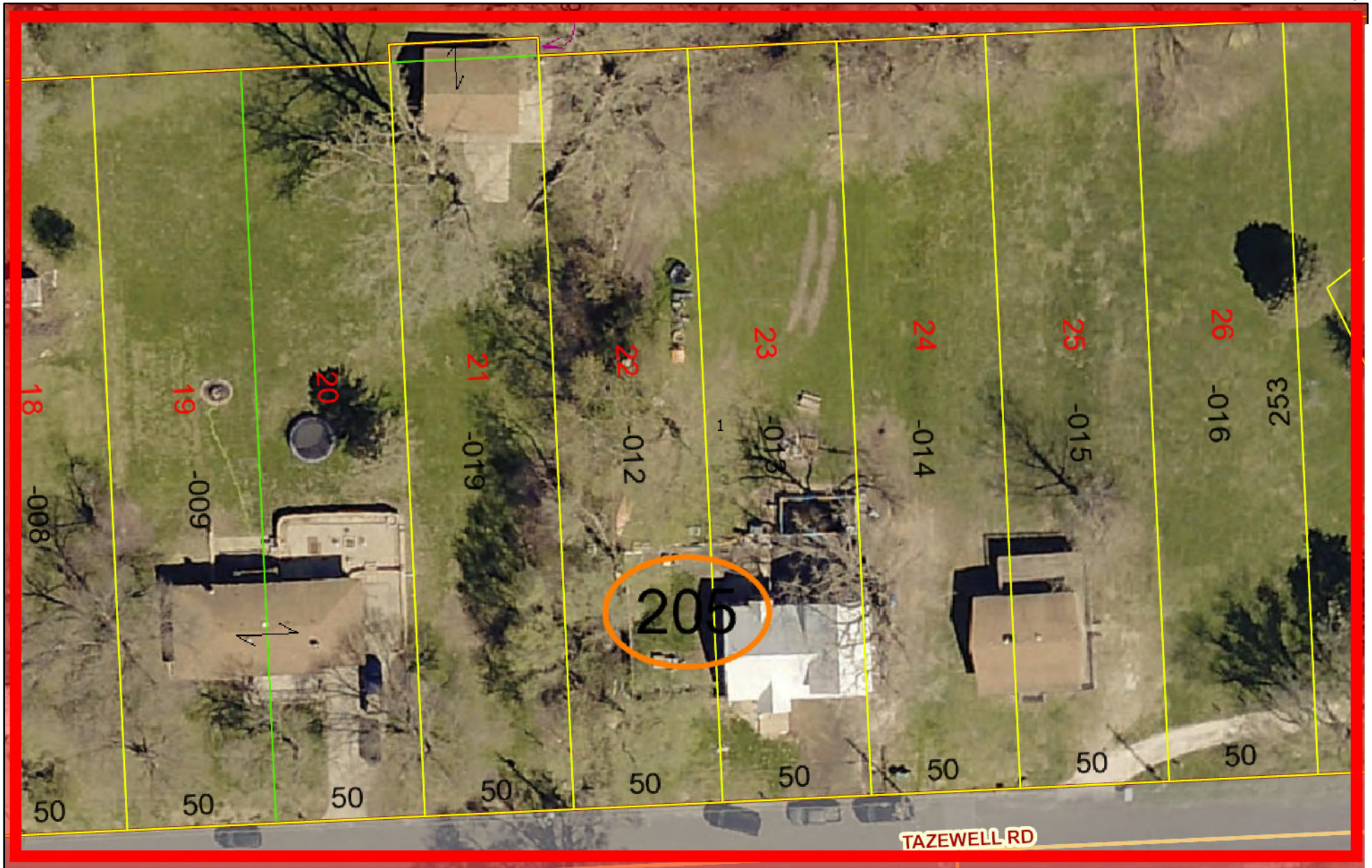
CERTIFICATION BY THE APPLICANT (if different)

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

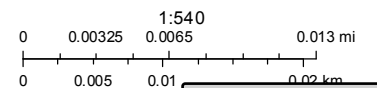
Date





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

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REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 413-22/23 Approve Class Action Consent Decree

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: In 2018, a class-action lawsuit was filed claiming that the City failed to maintain accessible pedestrian rights-of-way. The lawsuit was certified as a hybrid class action lawsuit on April 19, 2021. This resolution is to settle all claims asserted in the class action lawsuit through a consent decree. In this consent decree, the City agrees to hire an engineering consultant to survey all sidewalks within the City of Pekin and then to create a “transition plan” to prioritize repair and improvement of all inaccessible sidewalks. The City agrees to spend a minimum of \$250,000 a year on accessibility improvements for the duration of the consent decree. The City also agrees to spend or procure an additional \$1.5 million on accessibility improvements in the next three years. The term of the consent decree will be determined by the Court after the transition plan is developed.

FINANCIAL IMPACT:

The Consent Decree calls for the following investment by the City:

1. City’s cost-share for settlement of the class action lawsuit, in partnership with the Illinois Municipal League-Risk Management Association;
2. A Minimum of \$250,000 annually spent on accessibility improvements (located in the FY23 Budget 445-041-584000);
3. Expenses related to the development of a new transition plan development and its oversight by consultants (located in the FY23 Budget 445-041-561200);
4. Additional commitment of \$1.5 million spent on accessibility improvements in next 3 years.

Requested Amount: Up to \$400,000 for settlement costs

Line Item: General Fund Reserves

Budgeted Amount: N/A

Remaining Funds: N/A

IMPACT IF APPROVED: The City will enter into a Class Action Consent Decree

IMPACT IF DENIED: The City will not enter into a Class Action Consent Decree

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:


Sue McMillan, City Clerk 5/20/2022

Date:

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

WHEREAS, on December 5, 2018, a class-action lawsuit, captioned *Berardi, et al. v. City of Pekin, et al.*, Case No. 1:18-cv-01438, was filed in the U.S. District Court for the Central District of Illinois, Peoria Division, asserting, *inter alia*, the City's failure to construct or maintain accessible pedestrian rights-of-way throughout the City of Pekin in violation of applicable accessibility laws; and

WHEREAS, on April 19, 2021, the lawsuit was certified as hybrid class action lawsuit under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3) and the Court certified the plaintiff class to include all persons with mobility disabilities who were residents of the City of Pekin from December 11, 2016, through December 11, 2018, and who were denied meaningful access to public pedestrian rights-of-way in the City during that timeframe; and

WHEREAS, the City Council believes it is in the best interests of the City and its residents to enter into the Consent Decree attached hereto as Exhibit A with the plaintiffs in this suit to avoid the time, risk and expense of defending protracted litigation, to fulfill its long-standing commitment to promoting and enhancing the rights of those with disabilities, to ensure compliance with laws protecting the rights of individuals with mobility disabilities and to resolve potential claims of the Plaintiffs and the Class; and

WHEREAS, the Consent Decree will be submitted to the United States District Court for the Central District of Illinois, Peoria Division, for preliminary and final approval.

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

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

Section 2. The Mayor and Attorney Austin Zimmer, as Counsel of record for the City in this case, are authorized and directed to enter into the Class Action Consent Decree in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor, with the advice of Counsel, deems necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Class Action Consent Decree as negotiated and approved by the Mayor and/or City Manager.

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

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Kate Swise, City Attorney

AGENDA ITEM: Resolution No. 414-22/23 Approve Engineering Agreement with TWM

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to approve an agreement with Thouvenot, Wade & Moerchen, Inc. (TWM) to survey all of the City's sidewalks, prioritize the sidewalks, and then produce an updated Right-of-Way Transition Plan for ADA Compliance. This item is tied to the Class Action Consent Decree, as TWM Inc. is specifically named as the consultant in that agreement and this survey and transition plan update was an item that the opposing counsel felt strongly about.

In early 2020, City staff put out an RFQ for survey and engineering services to seek a consultant to update the City's ROW Transition Plan for ADA Compliance. Eleven firms responded to this qualifications request. After reviewing all of the responses, the City Engineer and the opposing counsel agreed that TWM, Inc. was well suited for this task.

This agreement outlines TWM's scope of work. There will also be hourly rate services outside of the scope of this agreement that will be needed to fulfill the requirements of the Consent Decree. For example, the Consent Decree requires that the TWM check a percentage of the all sidewalk work completed in the City for ADA compliance. Since TWM does not know they full scope of work the City will complete each year, trying to estimate the cost for these services is not feasible making hourly rate the appropriate structure for these portion of the services.

FINANCIAL IMPACT:

Requested Amount: \$672,000 paid over 3 years; plus hourly rate services for items outside of scope.
 Line Item: 445-041-561200
 Budgeted Amount: \$1,710,000
 Remaining Funds: \$ 280,000

IMPACT IF APPROVED: The City will enter into an agreement with TWM.

IMPACT IF DENIED: The City will not enter into the agreement with TWM and the terms of the ADA settlement agreement will need to be changed.

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:


Sue McMillan, City Clerk 5/20/2022

Date:

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

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 desires to enter into a professional services agreement with Thouvenot, Wade & Moerchen, Inc. for surveying all public sidewalks and developing a Right-of-Way Transition Plan for ADA Compliance.

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 Mayor and/or the City Manager is authorized and directed to enter into the Professional Services Agreement with TWM, Inc. in substantially the form attached hereto as Exhibit A, with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Agreement as negotiated and approved by the Mayor and/or City Manager.

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

MAYOR

ATTEST:

CITY CLERK

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 9, 2022 (“Effective Date”) between **City of Pekin, IL** (“Owner”) and **TWM, Inc.** (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: ***Right of Way Transition Plan for ADA Compliance*** (“Project”).

Engineer’s services under this Agreement are intended to aid the City in completing those services required within the Consent Decree, however our services do not cover everything obligated to the City within said document. Consultant Services are identified as follows (“Services”):

- Data Collection and assessment of ramps, sidewalks, and crosswalks in the public right-of-way for compliance with the Public Right-of-Way Accessibility Guidelines (PROWAG) by the federal Architectural and Transportation Barriers Compliance Board and
- Preparation of cost estimating and prioritization of upgrades required to become compliant
- Preparation of City’s ADA Transition Plan Report document including a schedule of improvements
- Assist City with Public Hearing
- **See Exhibit A** for more detailed breakdown

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period after notice to proceed (assumed by or before May 10, 2022):
 - 4 months Data Collection (pursuant to snow through the winter)
 - 8 months Assessment of ramps, sidewalks, and crosswalks, after data collection
 - 3 months Preparation of Draft ADA Transition Plan Report, after assessment
 - 3 months Preparation of Final ADA Transition Plan Report, after receipt of all comments
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on the invoicing schedule listed in Section 2.02. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
1. Base Scope of Services (See Exhibit A) - A Lump Sum amount of \$672,000 (see below for breakdown)
 - \$215,000 Data Collection
 - \$354,000 Analysis
 - \$32,500 Cost Estimating
 - \$56,500 Report Document
 - \$14,000 Public Hearing & Meetings
 - Reimbursement for the following expenses: None
 2. Invoicing Schedule – Engineer shall invoice Owner as follows:
 - FY 2023 \$67,200 September 30, 2022
\$67,200 December 30, 2022
\$67,200 March 30, 2023
 - FY 2024 \$67,200 June 30, 2023
\$67,200 September 30, 2023
\$67,200 December 30, 2023

- \$67,200 March 30, 2024
 - FY 2025 \$67,200 June 30, 2024
 - \$67,200 September 30, 2024
 - \$67,200 December 30, 2024
- 3. Additional Services (See Exhibit A) - An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents and data collected, prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents and data are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents or data, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents or data without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

- A. Exhibit A – Scope of Services
- B. Appendix 1 - Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Pekin, IL

Engineer: TWM, Inc.

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

By: Derek W. Twente
 Print name: Derek Twente, P.L.S., E.I.T.
 Title: Vice President
 Date Signed: 5/6/2022

Address for Owner's receipt of notices:
 Public Works & Engineering Department
 111 S. Capitol Street
 Pekin, IL

Address for Engineer's receipt of notices:
 TWM, Inc.
 4940 Old Collinsville Road
 Swansea, IL 62226

Attachment: Exhibit A - TWM Agreement (3095 : Resolution No. 414-22/23 Approve Engineering Agreement with TWM)

City of Pekin, IL
Right of Way Transition Plan for ADA Compliance

Exhibit A - Scope of Services

Base Services (Lump Sum):

1. One time Data Collection and Data Processing/extraction with Mobile LiDAR across 100% of the City's Streets to identify the following:
 - a. Sidewalks - Identify each street that does or does not have sidewalks. Details of sidewalk information to be collected are as follows:
 - 1) Beginning and ending point of each sidewalk
 - 2) Cross slope and longitudinal slope of the sidewalk with respect to ADA/PROWAG compliance
 - 3) Existence and extent of obstructions with respect to ADA/PROWAG compliance
 - 4) ADA Compliance based on ranking scale discussed in the data analysis section below (including compliance as related to pane separation?)
 - b. Sidewalk Ramps – Identify each street intersections that do or do not have sidewalk ramps. Details of sidewalk ramp information to be collected are as follows:
 - 1) Ramp width, length, cross slope, longitudinal slope, flare slope?
 - 2) Detectable warning surface
 - 3) Gutter slope
 - 4) Landing dimensions and cross-slopes
 - 5) Adjacent roadway grade, if applicable
 - 6) Presence of obstructions, if applicable
 - c. Cross Walks – Identify street intersections that do or do not have painted cross-walks. Details of crosswalks will only be collected in areas required by the MUTCD. Details of crosswalk information to be collected are as follows:

Exhibit A - Scope of Services.

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- 1) Compliance of existing pavement markings, if applicable
 - 2) Longitudinal slope
 - 3) Cross slope
 - d. Bus Stops – Identify location only of all bus stops. No additional information to be collected.
2. Data Analysis
- a. TopoDOT will be utilized to analyze all pedestrian facilities in the City's right-of-way and determine facilities not in compliance with ADA and/or Public Right-of-Way Accessibility Guidelines (PROWAG).
 - b. Tabulate Results – Results will be delivered in table format as well as on a GIS platform which will contain color coded format with the option to click and read the results without color.
3. Compliance Analysis
- a. Rank pedestrian facilities surveyed (sidewalks, ramps and crosswalks) for degree of non-compliance to applicable ADA/PROWAG criteria
 - b. Work with the City to determine prioritization of non-compliant pedestrian facilities. The City shall provide the prioritization criteria, which will likely include geographic factors listed in the Consent Decree, i.e. Class Action plaintiff residences, public facilities, and other places of interest/recreation such as hospitals, schools, government sites, libraries, etc.
 - c. Determine potential schedule for future upgrades of non-compliant pedestrian facilities given City's projected yearly budget for this process and degree of non-compliance.
4. Cost Estimates – determine approximate budgetary numbers (by average unit cost basis) for upgrades of non-compliant pedestrian facilities
5. Report Document
- a. Prepare narrative for City's ADA Transition Plan to upgrade of non-compliant pedestrian facilities
 - b. Prepare Exhibits (various overall mapping, ADA/PROWAG details, ranking criteria, proposed compliance work schedules, etc.)
 - c. Address one round of report comments/feedback from City and Class Counsel
6. Meetings

Exhibit A - Scope of Services.

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- a. Assume up to 8 meetings with City (in-person or virtual). Additional meetings will be hourly.
 - b. Prepare for and attend one meeting with Class Counsel to discuss their comments on preliminary ADA Transition Plan. Additional meetings will be hourly.
7. Public Hearing
- a. Prepare Exhibits – includes basic handout sheet, City maps with color coded legend for level of compliance of various elements, and City maps with projected compliance work for next 5 years
 - b. Attend Meeting (2 TWM representatives will attend. No formal presentation by TWM)

Additional Services that TWM understands will likely occur as part of this contract (Hourly):

- 1. Any meetings or phone calls with Class Counsel.
- 2. Aiding the city with executing the complaint program as detailed in the Consent Decree
- 3. Updating the city's GIS with data collected pertaining to sidewalks, etc.
- 4. Verify sidewalks for ADA compliance after construction projects as detailed in the Consent Decree.
- 5. Assist City with compliance remediation design and construction observation at specific locations as requested.

The City's Consent Decree includes many other items not included in the TWM, Inc. contract. Many of the items listed below may be added for an hourly rate or as a separate contract, if requested.

- 1. Sidewalk and/or ADA ramp design for bidding and construction (either directly, or to assist City staff)
- 2. TWM may provide construction observation of work progress, and overall compliance with drawings and specifications.
- 3. TWM has no obligation or direction with respect to the City's obligation to meet Consent Decree target installation/upgrade schedules.
- 4. City will provide TWM the streets that are included in their jurisdiction
- 5. Drainage data collection or analysis, including ponding conditions
- 6. Traffic control information (i.e. presence of yield or stop signs or traffic signals and corresponding traffic pavement markings)

Exhibit A - Scope of Services.

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7. Extraction, tabulation, or discussion of existing signage or traffic control conditions at intersections
8. Collection of pedestrian or vehicular traffic counts
9. Establishing of existing rights-of-way
10. No opinion will be given, by TWM, to the general “condition” of an existing pedestrian facility. Nor whether an existing pedestrian facility is “safe” or “unsafe” nor if a facility is in “disrepair”.
11. TWM will not complete work on the City’s website.
12. Any updates (research/coordination/reporting/etc.) of survey data, ADA Transition Plan report, or actual ramp reconstructions and corresponding dates
13. Verification of/or actual training of City staff or construction crews
14. Development of training materials for City staff or construction crews
15. Organizing and running a Sidewalk Complaint Program for the City.
16. Extraction of full topographic survey for engineering design purposes. This survey provided is for ADA compliance analysis only.

Exhibit A - Scope of Services.

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**TWM , Inc. Class I Fees 2022 (Yearly adjustment made in January each year)**

Principal	\$181.00
Senior Project Manager	\$175.00
Project Engineer V	\$170.00
Project Engineer IV	\$159.00
Project Engineer III	\$147.00
Project Engineer II	\$135.00
Project Engineer I	\$123.00
Senior Engineer	\$175.00
Engineer IV	\$118.00
Engineer III	\$113.00
Engineer II	\$108.00
Engineer I	\$103.00
Project Manager IV	\$159.00
Project Manager III	\$147.00
Project Manager II	\$135.00
Project Manager I	\$123.00
Senior Structural Engineer	\$175.00
Structural Engineer V	\$170.00
Structural Engineer IV	\$161.00
Structural Engineer III	\$153.00
Structural Engineer II	\$142.00
Structural Engineer I	\$135.00
Survey Crew (3 man crew)	\$234.00
Survey Crew (2 man crew)	\$184.00
Survey Crew (2 man crew w/Robotics or GPS)	\$198.00
Survey Crew (1 man w/Robotics or GPS)	\$142.00
Survey Crew (2 man w/3D Scanner)	\$267.00
Survey Crew (1 man w/3D Scanner)	\$201.00
Surveyor V	\$159.00
Surveyor IV	\$147.00
Surveyor III	\$135.00
Surveyor II	\$119.00
Surveyor I	\$100.00
3D Scanning Technician	\$150.00
Technician V	\$98.00
Technician IV	\$92.00
Technician III	\$85.00
Technician II	\$79.00
Technician I	\$73.00
Jr. Technician	\$50.00
IT Manager	\$132.00
Systems Administrator	\$113.00
Cad Manager	\$114.00
Cad Designer III	\$102.00
Cad Designer II	\$93.00
Cad Designer I	\$82.00
Travel (Non local) per Mile at current GSA rate	

Appendix 1, Standard Hourly Rates Schedule.

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REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 3083-22/23 TIF Redevelopment Agreement with Olivia's Playhouse

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Lisa Fuller, owner of Olivia's Playhouse located 341 Court Street, is seeking \$10,000 in TIF funding to assist with façade improvements, tuck pointing and interior improvements. The applicant is looking to make other substantial improvements to the property and 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, Lisa Fuller 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 5/20/2022

Date:

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

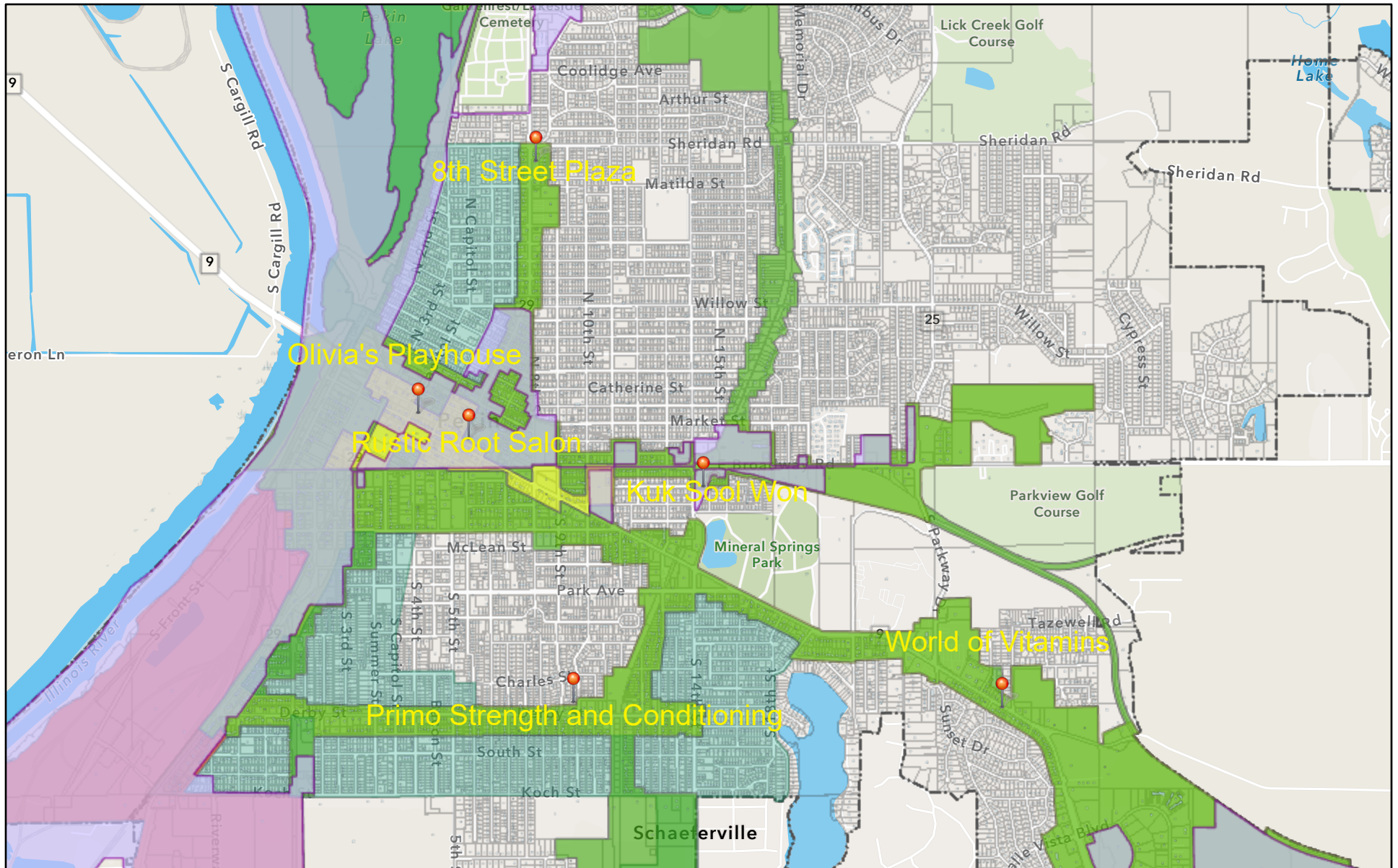
ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

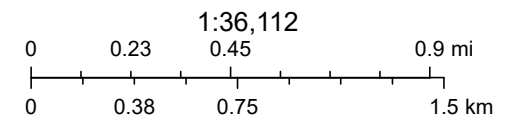
TIF Funding Location Map



5/18/2022, 10:59:09 AM

- EnterpriseZoneSouthernTazewell
- Address House Number Labels (with Unit)
- Address House Number Labels

- Court St TIF
- Court Street TIF
- CBD TIF
- CBD TIF
- SIP TIF
- SIP TIF
- Business Development District
- Existing BDD



Tazewell County, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FY 2022-2023 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET			Not Funded	Funded, On 5/23 Agenda	Funded, On 6/13 Agenda	Withdrawn	
Name	Address	Scope of Work	Total Project Cost	TIF Funding Recommendation	% of Total Project Cost	Funding Rationale	
N 8th St Plaza	1500 N 8th	Signage, concrete repair, windows, trim, awnings	\$80,000	\$10,000	13%	This is a large overall project with parking being the major concern. This is not addressed during this phase so a reduced funding allocation was recommended.	
Olivia's Playhouse	341 Court	Façade, tuck pointing, replace door, new flooring, new furnace	\$195,321	\$10,000	5%	Good location in the CBD, unique business concept. Funding makes visible improvements to the building.	
Dawon Property - Kountry Nook	212 Capitol	Roof, brick repair, siding, electrical, HVAC, windows, door replacement	\$273,000	\$30,000	11%	Visible location coming into Pekin. Large scope of work so higher funding amount being recommended.	
The Williams Branch	607/611 Margaret	Complete renovations of an existing structure to create a new daycare facility	\$160,385	\$30,000	19%	Project rehabs a highly visible structure and creates a daycare which is needed, especially in the downtown area close to the SUD's building.	
Broadway Liquor	2100 Broadway	Block repair, security lighting, fencing, parking lot repairs	\$105,000	\$30,000	29%	Located at Broadway and Parkway, this building is at one of the primary entry points to the City and the proposed exterior updates will make a big impact.	
Primo Strength and Conditioning	905 Derby	Repair/improvement of parking lot and concrete on south and east side of bldg	\$196,000	\$20,000	10%	Applicant received \$75K in TIF funding last year and has followed through on all of his projects. EDAC felt that some funding to help complete the work would be advisable.	
Tadoughs	815 N 8th	Kitchen expansion/modifications to increase production and sales	\$50,429	\$20,000	40%	Proven business and new owner who has already increased sales. This expansion is estimated to increase sales as well and is seen as a safe investment for the City.	
Rustic Root Salon	513 Court	Bulk of expense is acquisition with \$10,000 in renovations	\$85,500	\$15,000	18%	Funds the purchase of CBD building, interior improvements and creates a new hair salon business. Young owner will attract younger clientele and increase foot traffic.	
Center for Prevention of Abuse	121 S. 2nd St	Architectural and engineering fees for building design and construction plans.	\$140,000	\$10,000	7%	Helps develop vacant city-owned riverfront property, increasing traffic, lighting of that area and increases public safety which should help reduce homeless population.	
Boardwalk	435 Court	Bump out front and redo façade, create upper story entrance off of Court	\$85,000	\$10,000	12%	A recent fire has at this location has motivated the owner to redo the façade, pushing it closer to the street and adding a more-secure, second story access point from Court St.	
Shoppes at Derby Plaza	1100 Derby	Windows and doors, resurface parking lot.	\$35,000	\$15,000	43%	One of only two project applicants on Derby Street, this commercial center was once the home of Udry Jewelers. Funds would be used to make improvements to the building	
BDT Enterprises	403 S 2nd	Windows, signage, paint, HVAC, flooring, electric, plumbing	\$163,312	\$0	0%	Withdrawn	
Maddie Mae's	522 Court	Signage, roof, electrical, HVAC, kitchen hood to create kitchen	\$41,625	\$20,000	48%	Committee felt the location in the CBD and proposed creation of a small kitchen would serve as an attraction to locals and visitors.	
World of Vitamins	2220 Court St	Signage, painting, HVAC	\$40,000	\$10,000	25%	This project creates a smoothie bar inside an existing building which will generate sales tax. Owner is reputable and this was viewed as a safe investment.	

Cobbler Corner	1534 N 8th	Roof, parking lot, fence, booth refurb, interior renovations	\$71,500	\$10,000	14%	Longstanding business located in highly visible location/entry point to the City. EDAC viewed this a safe investment.
Antonini Depot	230 Broadway	Tuck pointing, parking lot repairs	\$55,000	\$10,000	18%	Historical building in highly visible location. EDAC felt the minimum amount of funding assistance was warranted.
Buena Vista Apts	437 Broadway	Windows, painting, roofing, HVAC, electrical, plumbing	\$60,000	\$0	0%	While located in a visible area, the EDAC felt this project didn't create jobs, sales taxes or address major concerns.
Reprise Enterprises	407 Court	Signage, HVAC, flooring, painting, electrical, plumbing	\$338,752	\$10,000	3%	Applicant is looking to open up a community theater in this location. While this doesn't create jobs or sales tax it will increase foot traffic in the CBD.
Moehle, Swearingen & Lobacz, LTF	411 Broadway	Interior reconstruction, flooring and painting to update space for relocation of applicants title company.	\$70,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Vaanterra, LLC	410 Broadway	Windows, awnings, signage, flooring, painting, electrical	\$72,500	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Kuk Sool Won of Pekin	122 S 14th St.	Parking lot and drainage repairs. Roof and window upgrades.	\$43,285	\$10,000	23%	Applicant is making substantial improvements and EDAC felt this type of business offered a benefit to Pekin residents and should be supported.
Brady's Carpet Cleaners	2202 Court	driveway repairs and repair of retaining wall.	\$20,000	\$0	0%	Due to the pending widening of Court Street the EDAC felt this project should be put off until that work has been completed.
Valerie Moehle	410 Broadway	Parking lot repairs	\$25,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.

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

OLIVIA'S PLAYHOUSE, LLC

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 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
OLIVIA'S PLAYHOUSE, 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 Olivia's Playhouse, 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 23rd day of May, 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 23rd day of May, 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

OLIVIA'S PLAYHOUSE, LLC

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

MAY 23, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
OLIVIA'S PLAYHOUSE, LLC**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) ("Agreement") is entered into this 23rd day of May, 2022, by the **City of Pekin** (the "City"), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Olivia's Playhouse, 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 341 Court Street, Pekin, Illinois 61554 (PIN # 04-04-34-434-009) (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 for operation of Olivia's Playhouse 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 **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 **“Olivia’s Playhouse, 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.
 - d. 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.
 - e. 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 Olivia’s Playhouse 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, Lisa Fuller 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:

Olivia's Playhouse, LLC
c/o Lisa Fuller
341 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 three (3) 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

**OLIVIA'S PLAYHOUSE, LLC, an Illinois
Limited Liability Company**

By: _____

Name: _____

Title: _____

and

LISA FULLER

Lisa Fuller

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Olivia’s Playhouse, LLC
“Olivia’s Playhouse, 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 commercial building located thereon.

Location: 341 Court Street, Pekin, Illinois

Parcel Number: 04-04-34-434-009

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 OLIVIA'S PLAYHOUSE, LLC**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated May 23, 2022
by and between the City of Pekin, Illinois, and Olivia's Playhouse, 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: Olivia's Playhouse, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

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

BY: _____(Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 3084-22/23 TIF Redevelopment Agreement with Claire Whiting (dba Rustic Root Salon)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Claire Whiting is looking to purchase 513 Court Street and open a hair salon named Rustic Root Salon and is seeking \$15,000 in TIF funding to assist with the acquisition and minor interior improvements. Staff and the Economic Development Advisory Council felt this project checked a lot of boxes for a new business in the Central Business District: Establishes a new small business, puts a building into local responsible ownership, incentives a young entrepreneur who will be active in the downtown business community and will serve as a draw to other young adults, some of which might also be future entrepreneurs as well. 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, Claire Whiting guarantees payment of the unforgiven portion of the loan in the event there is a default of terms.

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 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

5/20/2022

Date:

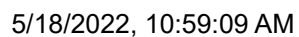
Ordinance No. 3084-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Claire Whiting (dba Rustic Root Salon) Pekin Central Business District Tax Increment Financing District

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

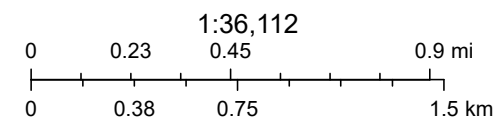
MAYOR

ATTEST:

CITY CLERK



- | | | |
|---|------------------|-------------------------------|
| EnterpriseZoneSouthernTazewell | Court St TIF | SIP TIF |
| Address House Number Labels (with Unit) | Court Street TIF | SIP TIF |
| Address House Number Labels | CBD TIF | Business Development District |
| | CBD TIF | Existing BDD |



Tazewell County, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FY 2022-2023 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET			Not Funded	Funded, On 5/23 Agenda	Funded, On 6/13 Agenda	Withdrawn	
Name	Address	Scope of Work	Total Project Cost	TIF Funding Recommendation	% of Total Project Cost	Funding Rationale	
N 8th St Plaza	1500 N 8th	Signage, concrete repair, windows, trim, awnings	\$80,000	\$10,000	13%	This is a large overall project with parking being the major concern. This is not addressed during this phase so a reduced funding allocation was recommended.	
Olivia's Playhouse	341 Court	Façade, tuck pointing, replace door, new flooring, new furnace	\$195,321	\$10,000	5%	Good location in the CBD, unique business concept. Funding makes visible improvements to the building.	
Dawon Property - Kountry Nook	212 Capitol	Roof, brick repair, siding, electrical, HVAC, windows, door replacement	\$273,000	\$30,000	11%	Visible location coming into Pekin. Large scope of work so higher funding amount being recommended.	
The Williams Branch	607/611 Margaret	Complete renovations of an existing structure to create a new daycare facility	\$160,385	\$30,000	19%	Project rehabs a highly visible structure and creates a daycare which is needed, especially in the downtown area close to the SUD's building.	
Broadway Liquor	2100 Broadway	Block repair, security lighting, fencing, parking lot repairs	\$105,000	\$30,000	29%	Located at Broadway and Parkway, this building is at one of the primary entry points to the City and the proposed exterior updates will make a big impact.	
Primo Strength and Conditioning	905 Derby	Repair/improvement of parking lot and concrete on south and east side of bldg	\$196,000	\$20,000	10%	Applicant received \$75K in TIF funding last year and has followed through on all of his projects. EDAC felt that some funding to help complete the work would be advisable.	
Tadoughs	815 N 8th	Kitchen expansion/modifications to increase production and sales	\$50,429	\$20,000	40%	Proven business and new owner who has already increased sales. This expansion is estimated to increase sales as well and is seen as a safe investment for the City.	
Rustic Root Salon	513 Court	Bulk of expense is acquisition with \$10,000 in renovations	\$85,500	\$15,000	18%	Funds the purchase of CBD building, interior improvements and creates a new hair salon business. Young owner will attract younger clientele and increase foot traffic.	
Center for Prevention of Abuse	121 S. 2nd St	Architectural and engineering fees for building design and construction plans.	\$140,000	\$10,000	7%	Helps develop vacant city-owned riverfront property, increasing traffic, lighting of that area and increases public safety which should help reduce homeless population.	
Boardwalk	435 Court	Bump out front and redo façade, create upper story entrance off of Court	\$85,000	\$10,000	12%	A recent fire has at this location has motivated the owner to redo the façade, pushing it closer to the street and adding a more-secure, second story access point from Court St.	
Shoppes at Derby Plaza	1100 Derby	Windows and doors, resurface parking lot.	\$35,000	\$15,000	43%	One of only two project applicants on Derby Street, this commercial center was once the home of Udry Jewelers. Funds would be used to make improvements to the building	
BDT Enterprises	403 S 2nd	Windows, signage, paint, HVAC, flooring, electric, plumbing	\$163,312	\$0	0%	Withdrawn	
Maddie Mae's	522 Court	Signage, roof, electrical, HVAC, kitchen hood to create kitchen	\$41,625	\$20,000	48%	Committee felt the location in the CBD and proposed creation of a small kitchen would serve as an attraction to locals and visitors.	
World of Vitamins	2220 Court St	Signage, painting, HVAC	\$40,000	\$10,000	25%	This project creates a smoothie bar inside an existing building which will generate sales tax. Owner is reputable and this was viewed as a safe investment.	

Cobbler Corner	1534 N 8th	Roof, parking lot, fence, booth refurb, interior renovations	\$71,500	\$10,000	14%	Longstanding business located in highly visible location/entry point to the City. EDAC viewed this a safe investment.
Antonini Depot	230 Broadway	Tuck pointing, parking lot repairs	\$55,000	\$10,000	18%	Historical building in highly visible location. EDAC felt the minimum amount of funding assistance was warranted.
Buena Vista Apts	437 Broadway	Windows, painting, roofing, HVAC, electrical, plumbing	\$60,000	\$0	0%	While located in a visible area, the EDAC felt this project didn't create jobs, sales taxes or address major concerns.
Reprise Enterprises	407 Court	Signage, HVAC, flooring, painting, electrical, plumbing	\$338,752	\$10,000	3%	Applicant is looking to open up a community theater in this location. While this doesn't create jobs or sales tax it will increase foot traffic in the CBD.
Moehle, Swearingen & Lobacz, LTF	411 Broadway	Interior reconstruction, flooring and painting to update space for relocation of applicants title company.	\$70,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Vaanterra, LLC	410 Broadway	Windows, awnings, signage, flooring, painting, electrical	\$72,500	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Kuk Sool Won of Pekin	122 S 14th St.	Parking lot and drainage repairs. Roof and window upgrades.	\$43,285	\$10,000	23%	Applicant is making substantial improvements and EDAC felt this type of business offered a benefit to Pekin residents and should be supported.
Brady's Carpet Cleaners	2202 Court	driveway repairs and repair of retaining wall.	\$20,000	\$0	0%	Due to the pending widening of Court Street the EDAC felt this project should be put off until that work has been completed.
Valerie Moehle	410 Broadway	Parking lot repairs	\$25,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.

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

CLAIRE WHITING

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

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 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
CLAIRE WHITING**

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 Claire Whiting 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 23rd day of May, 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 23rd day of May, 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

CLAIRE WHITING

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

MAY 23, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
CLAIRE WHITING**

PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 23rd day of May, 2022, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Claire Whiting** (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 to be acquired by the Developer and located at 513 Court Street, Pekin, Illinois 61554 (PIN # _____) (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 for operation of a full service salon 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 **Fifteen Thousand and No/100 Dollars (\$15,000.00)** 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 **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 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 “**Claire Whiting, 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 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 **\$15,000.00** 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.
 - d. 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.
 - e. 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 salon 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 Fifteen Thousand Dollars and No Cents (\$15,000.00) as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

shall apply to such re-submittals.

5. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. Payments shall be made within forty-five (45) days after approval of the TIF Eligible Project Costs subject to the terms of this Agreement.
6. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer to provide to the City as requested the following:
 - A. Copies of all **PAID** annual real estate tax bills for the Property.
2. The failure of Developer to provide any information required herein after notice from the City, including verification of Eligible Project Costs, and the continued failure to provide such information within thirty (30) days after such notice, shall be considered a material breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. LIMITED OBLIGATION

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

H. CITY PUBLIC PROJECTS

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

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

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

J. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award or subsidy which may be available as the result of the City's or Developer's activities.

K. DEFAULT; CURE; REMEDIES

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

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

L. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project within twelve (12) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

M. ASSIGNMENT

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

N. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

O. SEVERABILITY

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

P. NOTICES

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

To Developer:

Claire Whiting
608 Wellington Drive
Washington, Illinois 61571

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

CLAIRE WHITING

By: _____
Mayor

By: _____
Claire Whiting

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**Claire Whiting
“Claire Whiting 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 thereon for operation of a full service salon therein.

Location: 513 Court Street, Pekin, Illinois

Parcel Number: _____

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$10,000
Land Acquisition	\$75,000
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 **\$15,000.00**.

EXHIBIT 2**CITY OF PEKIN, ILLINOIS
PEKIN CENTRAL BUSINESS DISTRICT TIF DISTRICT****PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY CLAIRE WHITING**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated May 23, 2022
by and between the City of Pekin, Illinois, and Claire Whiting (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: Claire Whiting
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: May 23, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 3085-22/23 TIF Redevelopment Agreement with Jerimey Grider (dba The World of Vitamins)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Jerimey Grider, owner of The World of Vitamins located at 2220 Court Street, is seeking \$10,000 in TIF funding to assist with the interior buildout of vacant space to allow for the creation of a smoothie bar. Funds will assist with painting, signage and HVAC improvements. 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 loan forgiveness 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, Jerimey Grider guarantees payment of the unforgiven portion of the loan in the event there is default 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) 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

5/20/2022

Date:

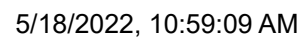
Ordinance No. 3085-22/23 Approving and Authorizing the Execution of a TIF Redevelopment Agreement with Jerimey Grider (dba The World of Vitamins) Pekin Court Street Tax Increment Financing District

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

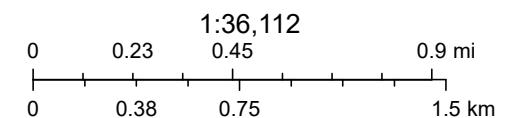
MAYOR

ATTEST:

CITY CLERK



- | | | |
|---|------------------|-------------------------------|
| EnterpriseZoneSouthernTazewell | Court St TIF | SIP TIF |
| Address House Number Labels (with Unit) | Court Street TIF | SIP TIF |
| Address House Number Labels | CBD TIF | Business Development District |
| | CBD TIF | Existing BDD |



Tazewell County, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FY 2022-2023 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET			Not Funded	Funded, On 5/23 Agenda	Funded, On 6/13 Agenda	Withdrawn	
Name	Address	Scope of Work	Total Project Cost	TIF Funding Recommendation	% of Total Project Cost	Funding Rationale	
N 8th St Plaza	1500 N 8th	Signage, concrete repair, windows, trim, awnings	\$80,000	\$10,000	13%	This is a large overall project with parking being the major concern. This is not addressed during this phase so a reduced funding allocation was recommended.	
Olivia's Playhouse	341 Court	Façade, tuck pointing, replace door, new flooring, new furnace	\$195,321	\$10,000	5%	Good location in the CBD, unique business concept. Funding makes visible improvements to the building.	
Dawon Property - Kountry Nook	212 Capitol	Roof, brick repair, siding, electrical, HVAC, windows, door replacement	\$273,000	\$30,000	11%	Visible location coming into Pekin. Large scope of work so higher funding amount being recommended.	
The Williams Branch	607/611 Margaret	Complete renovations of an existing structure to create a new daycare facility	\$160,385	\$30,000	19%	Project rehabs a highly visible structure and creates a daycare which is needed, especially in the downtown area close to the SUD's building.	
Broadway Liquor	2100 Broadway	Block repair, security lighting, fencing, parking lot repairs	\$105,000	\$30,000	29%	Located at Broadway and Parkway, this building is at one of the primary entry points to the City and the proposed exterior updates will make a big impact.	
Primo Strength and Conditioning	905 Derby	Repair/improvement of parking lot and concrete on south and east side of bldg	\$196,000	\$20,000	10%	Applicant received \$75K in TIF funding last year and has followed through on all of his projects. EDAC felt that some funding to help complete the work would be advisable.	
Tadoughs	815 N 8th	Kitchen expansion/modifications to increase production and sales	\$50,429	\$20,000	40%	Proven business and new owner who has already increased sales. This expansion is estimated to increase sales as well and is seen as a safe investment for the City.	
Rustic Root Salon	513 Court	Bulk of expense is acquisition with \$10,000 in renovations	\$85,500	\$15,000	18%	Funds the purchase of CBD building, interior improvements and creates a new hair salon business. Young owner will attract younger clientele and increase foot traffic.	
Center for Prevention of Abuse	121 S. 2nd St	Architectural and engineering fees for building design and construction plans.	\$140,000	\$10,000	7%	Helps develop vacant city-owned riverfront property, increasing traffic, lighting of that area and increases public safety which should help reduce homeless population.	
Boardwalk	435 Court	Bump out front and redo façade, create upper story entrance off of Court	\$85,000	\$10,000	12%	A recent fire has at this location has motivated the owner to redo the façade, pushing it closer to the street and adding a more-secure, second story access point from Court St.	
Shoppes at Derby Plaza	1100 Derby	Windows and doors, resurface parking lot.	\$35,000	\$15,000	43%	One of only two project applicants on Derby Street, this commercial center was once the home of Udry Jewelers. Funds would be used to make improvements to the building	
BDT Enterprises	403 S 2nd	Windows, signage, paint, HVAC, flooring, electric, plumbing	\$163,312	\$0	0%	Withdrawn	
Maddie Mae's	522 Court	Signage, roof, electrical, HVAC, kitchen hood to create kitchen	\$41,625	\$20,000	48%	Committee felt the location in the CBD and proposed creation of a small kitchen would serve as an attraction to locals and visitors.	
World of Vitamins	2220 Court St	Signage, painting, HVAC	\$40,000	\$10,000	25%	This project creates a smoothie bar inside an existing building which will generate sales tax. Owner is reputable and this was viewed as a safe investment.	

Cobbler Corner	1534 N 8th	Roof, parking lot, fence, booth refurb, interior renovations	\$71,500	\$10,000	14%	Longstanding business located in highly visible location/entry point to the City. EDAC viewed this a safe investment.
Antonini Depot	230 Broadway	Tuck pointing, parking lot repairs	\$55,000	\$10,000	18%	Historical building in highly visible location. EDAC felt the minimum amount of funding assistance was warranted.
Buena Vista Apts	437 Broadway	Windows, painting, roofing, HVAC, electrical, plumbing	\$60,000	\$0	0%	While located in a visible area, the EDAC felt this project didn't create jobs, sales taxes or address major concerns.
Reprise Enterprises	407 Court	Signage, HVAC, flooring, painting, electrical, plumbing	\$338,752	\$10,000	3%	Applicant is looking to open up a community theater in this location. While this doesn't create jobs or sales tax it will increase foot traffic in the CBD.
Moehle, Swearingen & Lobacz, LTF	411 Broadway	Interior reconstruction, flooring and painting to update space for relocation of applicants title company.	\$70,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Vaanterra, LLC	410 Broadway	Windows, awnings, signage, flooring, painting, electrical	\$72,500	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Kuk Sool Won of Pekin	122 S 14th St.	Parking lot and drainage repairs. Roof and window upgrades.	\$43,285	\$10,000	23%	Applicant is making substantial improvements and EDAC felt this type of business offered a benefit to Pekin residents and should be supported.
Brady's Carpet Cleaners	2202 Court	driveway repairs and repair of retaining wall.	\$20,000	\$0	0%	Due to the pending widening of Court Street the EDAC felt this project should be put off until that work has been completed.
Valerie Moehle	410 Broadway	Parking lot repairs	\$25,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.

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

**JERIMEY GRIDER
(D.B.A. THE WORLD OF VITAMINS)**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 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
JERIMEY GRIDER (D.B.A. THE WORLD OF VITAMINS)**

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 Jerimey Grider 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 23rd day of May, 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 23rd day of May, 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

**JERIMEY GRIDER
(D.B.A. THE WORLD OF VITAMINS)**

**PEKIN COURT STREET
TAX INCREMENT FINANCING DISTRICT**

MAY 23, 2022

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN
&
JERIMEY GRIDER (D.B.A. THE WORLD OF VITAMINS)**

PEKIN COURT STREET TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 23rd day of May, 2022, by the **City of Pekin** (the “City”), an Illinois Home Rule Municipal Corporation, Tazewell County, Illinois, and **Jerimey Grider** (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 2220 Court Street, Pekin, Illinois 61554 (PIN # _____) (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer is proceeding with plans to renovate and rehabilitate the existing building located on the Property for an addition of a City Blends Smoothie Café to the World of Vitamins store located thereon (the “Project”) based upon incentives made available by the City; and

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

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

WHEREAS, pursuant to Section 74.4-4(q) of the Act, the City may utilize TIF revenues from one redevelopment project area for eligible costs in another, contiguous redevelopment project area; and

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate

and expend funds for economic development purposes, including without limitation, the making of grants to any commercial enterprise that is necessary or desirable for the promotion of economic development within the municipality; and

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide a forgivable loan to the Developer for the reimbursement of the Developer’s TIF Eligible Project Costs of an amount not to exceed **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 **“Jerimey Grider 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 World of Vitamins 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:

Jerimey Grider
2220 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://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

**JERIMEY GRIDER, D.B.A. THE
WORLD OF VITAMINS**

By: _____
Mayor

By: _____
Jerimey Grider

ATTEST:

City Clerk

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**JERIMEY GRIDER
“Jerimey Grider 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 to add a City Blends Smoothie Café to the World of Vitamins business located thereon.

Location: 2220 Court Street, Pekin, Illinois

Parcel Number: _____

Estimated Eligible Project Costs:

Rehabilitation and Renovation	\$40,000
Total <i>Estimated</i> Eligible Project Costs	\$40,000.00

*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 JERIMEY GRIDER**

Date_____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated May 23, 2022
by and between the City of Pekin, Illinois, and Jerimey Grider (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: Jerimey Grider
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: _____

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

**JERIMEY GRIDER
(D.B.A. THE WORLD OF VITAMINS)**

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 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
JERIMEY GRIDER (D.B.A. THE WORLD OF VITAMINS)**

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 Jerimey Grider 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 23rd day of May, 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 23rd day of May, 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



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 3086-22/23 BDD Redevelopment Agreement with Kuk Sool Won of Pekin

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Teresa Yates, owner of Kuk Sool Won of Pekin located 122 S 14th Street, is seeking \$10,000 in TIF funding to assist with parking lot improvements, roof repairs and new windows. The applicant is looking to make a substantial improvement to the property and the Economic Development Advisory Committee felt the business offered a benefit to local Pekin residents 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.
- The terms of the loan are spelled out Promissory Note and secured by a personal guarantee.

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

5/20/2022

Date:

**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**

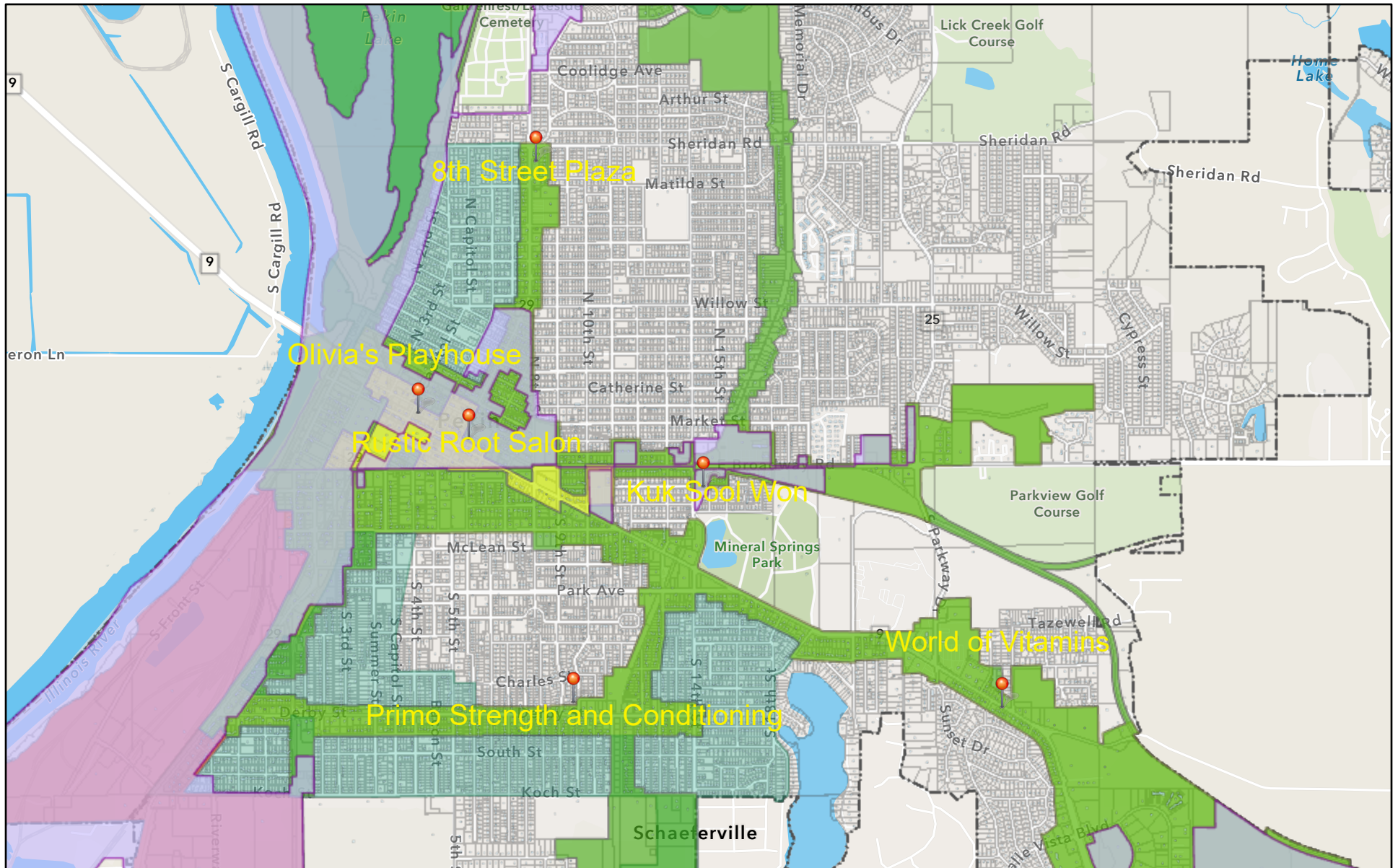
ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of
_____, 20_____.

MAYOR

ATTEST:

CITY CLERK

TIF Funding Location Map



5/18/2022, 10:59:09 AM

EnterpriseZoneSouthernTazewell

Address House Number Labels (with Unit)

Address House Number Labels

Court St TIF

Court Street TIF

CBD TIF

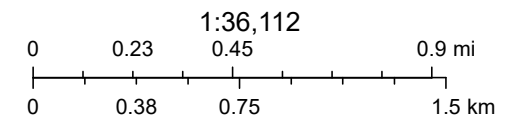
CBD TIF

SIP TIF

SIP TIF

Business Development District

Existing BDD



Tazewell County, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FY 2022-2023 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET			Not Funded	Funded, On 5/23 Agenda	Funded, On 6/13 Agenda	Withdrawn	
Name	Address	Scope of Work	Total Project Cost	TIF Funding Recommendation	% of Total Project Cost	Funding Rationale	
N 8th St Plaza	1500 N 8th	Signage, concrete repair, windows, trim, awnings	\$80,000	\$10,000	13%	This is a large overall project with parking being the major concern. This is not addressed during this phase so a reduced funding allocation was recommended.	
Olivia's Playhouse	341 Court	Façade, tuck pointing, replace door, new flooring, new furnace	\$195,321	\$10,000	5%	Good location in the CBD, unique business concept. Funding makes visible improvements to the building.	
Dawon Property - Kountry Nook	212 Capitol	Roof, brick repair, siding, electrical, HVAC, windows, door replacement	\$273,000	\$30,000	11%	Visible location coming into Pekin. Large scope of work so higher funding amount being recommended.	
The Williams Branch	607/611 Margaret	Complete renovations of an existing structure to create a new daycare facility	\$160,385	\$30,000	19%	Project rehabs a highly visible structure and creates a daycare which is needed, especially in the downtown area close to the SUD's building.	
Broadway Liquor	2100 Broadway	Block repair, security lighting, fencing, parking lot repairs	\$105,000	\$30,000	29%	Located at Broadway and Parkway, this building is at one of the primary entry points to the City and the proposed exterior updates will make a big impact.	
Primo Strength and Conditioning	905 Derby	Repair/improvement of parking lot and concrete on south and east side of bldg	\$196,000	\$20,000	10%	Applicant received \$75K in TIF funding last year and has followed through on all of his projects. EDAC felt that some funding to help complete the work would be advisable.	
Tadoughs	815 N 8th	Kitchen expansion/modifications to increase production and sales	\$50,429	\$20,000	40%	Proven business and new owner who has already increased sales. This expansion is estimated to increase sales as well and is seen as a safe investment for the City.	
Rustic Root Salon	513 Court	Bulk of expense is acquisition with \$10,000 in renovations	\$85,500	\$15,000	18%	Funds the purchase of CBD building, interior improvements and creates a new hair salon business. Young owner will attract younger clientele and increase foot traffic.	
Center for Prevention of Abuse	121 S. 2nd St	Architectural and engineering fees for building design and construction plans.	\$140,000	\$10,000	7%	Helps develop vacant city-owned riverfront property, increasing traffic, lighting of that area and increases public safety which should help reduce homeless population.	
Boardwalk	435 Court	Bump out front and redo façade, create upper story entrance off of Court	\$85,000	\$10,000	12%	A recent fire has at this location has motivated the owner to redo the façade, pushing it closer to the street and adding a more-secure, second story access point from Court St.	
Shoppes at Derby Plaza	1100 Derby	Windows and doors, resurface parking lot.	\$35,000	\$15,000	43%	One of only two project applicants on Derby Street, this commercial center was once the home of Udry Jewelers. Funds would be used to make improvements to the building	
BDT Enterprises	403 S 2nd	Windows, signage, paint, HVAC, flooring, electric, plumbing	\$163,312	\$0	0%	Withdrawn	
Maddie Mae's	522 Court	Signage, roof, electrical, HVAC, kitchen hood to create kitchen	\$41,625	\$20,000	48%	Committee felt the location in the CBD and proposed creation of a small kitchen would serve as an attraction to locals and visitors.	
World of Vitamins	2220 Court St	Signage, painting, HVAC	\$40,000	\$10,000	25%	This project creates a smoothie bar inside an existing building which will generate sales tax. Owner is reputable and this was viewed as a safe investment.	

Cobbler Corner	1534 N 8th	Roof, parking lot, fence, booth refurb, interior renovations	\$71,500	\$10,000	14%	Longstanding business located in highly visible location/entry point to the City. EDAC viewed this a safe investment.
Antonini Depot	230 Broadway	Tuck pointing, parking lot repairs	\$55,000	\$10,000	18%	Historical building in highly visible location. EDAC felt the minimum amount of funding assistance was warranted.
Buena Vista Apts	437 Broadway	Windows, painting, roofing, HVAC, electrical, plumbing	\$60,000	\$0	0%	While located in a visible area, the EDAC felt this project didn't create jobs, sales taxes or address major concerns.
Reprise Enterprises	407 Court	Signage, HVAC, flooring, painting, electrical, plumbing	\$338,752	\$10,000	3%	Applicant is looking to open up a community theater in this location. While this doesn't create jobs or sales tax it will increase foot traffic in the CBD.
Moehle, Swearingen & Lobacz, LTF	411 Broadway	Interior reconstruction, flooring and painting to update space for relocation of applicants title company.	\$70,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Vaanterra, LLC	410 Broadway	Windows, awnings, signage, flooring, painting, electrical	\$72,500	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Kuk Sool Won of Pekin	122 S 14th St.	Parking lot and drainage repairs. Roof and window upgrades.	\$43,285	\$10,000	23%	Applicant is making substantial improvements and EDAC felt this type of business offered a benefit to Pekin residents and should be supported.
Brady's Carpet Cleaners	2202 Court	driveway repairs and repair of retaining wall.	\$20,000	\$0	0%	Due to the pending widening of Court Street the EDAC felt this project should be put off until that work has been completed.
Valerie Moehle	410 Broadway	Parking lot repairs	\$25,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.

ORDINANCE NO. _____

CITY OF PEKIN
COUNTY OF TAZEWELL, STATE OF ILLINOIS

PEKIN
BUSINESS DEVELOPMENT DISTRICT (BDD)

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A
BDD REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN,
TAZEWELL COUNTY, ILLINOIS

and

KUK SOOL WON OF PEKIN, LLC

ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 2022.

ORDINANCE NO. _____

**CITY OF PEKIN, ILLINOIS
BUSINESS DEVELOPMENT DISTRICT (BDD)**

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A BDD REDEVELOPMENT AGREEMENT
by and between
THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
and
KUK SOOL WON OF PEKIN, LLC**

PREAMBLE

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-11-20 *et seq.*, as amended, the City of Pekin, an Illinois Municipality, (the “City”) has the authority to provide incentives to developers to promote the development or redevelopment of land; and

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

WHEREAS, pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et. seq.* and the “Act”), the City has the authority to establish a Business Development District wherein it may impose a tax, the revenues from which, may be used to pay certain Business District Project Costs including financing costs; and

WHEREAS, on December 14, 2020, the City adopted a Business Development District under the Business District Development and Redevelopment Act known Pekin Business Development District (the "Business District" or "BDD") and imposed a One Percent (1%) Business District Retailers' Occupation Tax and a One Percent (1%) Business District Service Occupation Tax therein; and

WHEREAS, included in the BDD Redevelopment Project Area is property currently owned by the Developer located at 122 S. 14th Street, Pekin, Illinois, identified by PIN # 04-10-02-214-006 (the "Property"); and

WHEREAS, the Developer’s proposed Project is consistent with the Pekin BDD Redevelopment Plan and Projects for the Redevelopment Project Area and further conforms to the land uses of the City as adopted, and the Developer requested that incentives for the development be provided by the City and that such incentives include the reimbursement of funds payable solely from the BDD Special Tax Allocation Fund; and

WHEREAS, the City Council has determined that the Redevelopment Agreement attached hereto as ***Exhibit “A”*** (the “Agreement”) is in the best interest of the citizens of the City of Pekin.

THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, AN ILLINOIS MUNICIPALITY, THAT:

1. The Redevelopment Agreement hereto attached as ***Exhibit “A”*** by and between the City of Pekin, Tazewell County, Illinois (the “City”) and Kuk Sool Won of Pekin, LLC (the “Developer”) is hereby approved.
2. 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.
3. The Redevelopment Agreement shall be effective the date of its approval on the 23rd day of May, 2022.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

(The remainder of this page is intentionally blank.)

PASSED, APPROVED, AND ADOPTED by the Mayor and City Council of the City of Pekin on this 23rd day of May, 2022.

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

APPROVED:

_____ Date: ____ / ____ / 2022
Mark Luft, Mayor

ATTEST:

_____ Date: ____ / ____ / 2022
City Clerk

(CORPORATE SEAL)

ATTACHMENTS:

Exhibit A. Redevelopment Agreement by and between the City of Pekin and Kuk Sool Won of Pekin, LLC.

EXHIBIT A**BDD REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

KUK SOOL WON OF PEKIN, LLC

BUSINESS DEVELOPMENT DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

KUK SOOL WON OF PEKIN, LLC

**PEKIN
BUSINESS DEVELOPMENT DISTRICT**

MAY 23, 2022

**PEKIN BUSINESS DEVELOPMENT DISTRICT (BDD)
REDEVELOPMENT AGREEMENT**
by and between
CITY OF PEKIN
and
KUK SOOL WON OF PEKIN, LLC

THIS BDD REDEVELOPMENT AGREEMENT (including *Exhibits* and the “Agreement”) is entered into this 23rd day of May, 2022, by the **City of Pekin** (the “City”), an Illinois Municipal Corporation, Tazewell County, Illinois, and **Kuk Sool Won of Pekin, 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 65 ILCS 5/8-1-2.5, a municipality may appropriate and expend funds for economic development purposes, including without limitation for commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, pursuant to the Business District Development and Redevelopment Act (65 ILCS 5/11-74.3-1 *et. seq.* and the “Act”), the City has the authority to establish a Business Development District wherein it may impose a tax, the revenues from which, may be used to pay certain Business District Project Costs including financing costs; and

WHEREAS, on December 14, 2020, the City adopted a Business Development District under the Business District Development and Redevelopment Act known Pekin Business Development District (the "Business District" or "BDD") and imposed a One Percent (1%) Business District Retailers' Occupation Tax and a One Percent (1%) Business District Service Occupation Tax therein; and

WHEREAS, included in the BDD Redevelopment Project Area as amended is property currently owned by the Developer located at 122 S. 14th Street, Pekin, Illinois, identified by PIN # 04-10-02-214-006 (the "Property"); and

WHEREAS, the Developer agrees to proceed promptly with plans to renovate the building located on the Property, including rehabilitation of the parking lot and replacement of the roof, for operation of the Kuk Sool Won business located thereon (the "Project"), all based upon incentives made available by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax base, municipal sales tax revenues, including BDD tax, which increased tax revenue will be used, in part, to finance incentives to assist this Developer's Project; and

WHEREAS, the Developer's Project shall be consistent with the City's land use for the Property and remain in compliance with local zoning requirements; 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, the Developer has requested that incentives for the Project be provided by the City from the BDD Special Tax Allocation Fund of the City and that such incentives include the reimbursement of BDD 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 BDD Redevelopment Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment 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 reimburse the Developer for a portion of its BDD Eligible Project Costs as specified below in *Section C, Incentives*; and

WHEREAS, in no event shall cumulative maximum reimbursements for the Developer’s BDD Eligible Project Costs under this Agreement exceed **\$10,000.00**; and

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

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

(The remainder of this page is intentionally blank.)

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. Definitions.
 - a. For the purpose of this Agreement, "**BDD Eligible Costs**" shall mean those costs eligible for reimbursement under the Business District Development and Redevelopment Act and are further described in ***Exhibit "1"*** attached hereto.
 - b. 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 and labor requirements, 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 on or before the date that is twelve (12) months from the date this Agreement is approved by the City, subject to extension due to Force Majeure (defined below). The Project will be deemed complete when the Developer has completed the renovated the parking lot and replaced the roof of the building located on the Property.
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF BDD FINANCING

The City created a "**BUSINESS DEVELOPMENT 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.

C. INCENTIVES

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

1. The City agrees to loan to the Developer the sum of Ten Thousand (\$10,000.00) (hereinafter

referred to as the “Loan”) from the BDD Special Tax Allocation Fund for BDD Eligible Project Costs incurred as a result of the Project. The terms and conditions for the Loan shall be as follows:

- a. The full Loan amount of Ten Thousand Dollars (\$10,000.00) shall be paid to the Developer from the BDD Special Tax Allocation Fund within thirty (30) days following 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 disbursed to the Developer.
- c. The term for 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 (½) of the principal amount 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 on 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 the Agreement, including the following:
 - i. The Developer agrees to maintain continuous operation of the Kuk Sool Won business located on the Property for the term of the Loan.
 - ii. The Developer shall annually provide verification of the payment of real estate taxes for the Property.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property does not become the subject of foreclosure proceedings.
 - v. The Developer timely completes the Project pursuant to Section A above.
 - vi. The Developer complies with Section A(3) above for the entire term of the Loan.
- e. As a signatory of this Agreement, Teresa Yates personally guarantees payment of the unforgiven portion of the Loan in the event of a default 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 BDD Eligible Project Costs pursuant to *Section C(1)* above exceed **\$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 BDD Funds, if any, 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 BDD 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 cancelled checks, mechanic's lien waivers (whether partial or full), or an invoice marked paid from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. 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.
4. All BDD Eligible Project Costs approved shall then be paid by the City pursuant to the terms set forth in *Section C* above.
5. The Parties acknowledge that the determination of BDD 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.
6. The Developer may submit for prior approval by the City as BDD Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills

F. 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 BDD 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.

G. 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.

H. 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.

I. 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.

J. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Project on or before the date that is twelve (12) months from the date this Agreement is approved by the City. 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.

K. ASSIGNMENT

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

L. 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.

M. 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.

N. 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:

Kuk Sool Won of Pekin, LLC
c/o Teresa Yates
122 S. 14th Street
Pekin, IL 61554
Ph: (309) 370-2384

To City:

Pekin City Clerk
City Hall
111 S. Capitol Steet
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

O. SUCCESSORS IN INTEREST

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

P. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement no 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.

Q. 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.

R. 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.

S. 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.

T. TERM OF THE AGREEMENT

This Agreement shall expire on the date that is two 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, an Illinois
Municipal Corporation

KUK SOOL WON OF PEKIN, LLC, an
Illinois Limited Liability Company

By: _____
Mayor

By: _____

ATTEST:

Name: _____

City Clerk

Title: _____

and

TERESA YATES

Teresa Yates, Individually

ATTACHMENTS:

Exhibit 1. Summary of Estimated BDD Eligible Project Costs

Exhibit 2. Private Project Request Form for Verification of BDD Eligible Project Costs

Pekin BDD_Kuk Sool Won of Pekin_RDA_19 May 2022.wpd

EXHIBIT 1

SUMMARY OF ESTIMATED BDD ELIGIBLE PROJECT COSTS

“Kuk Sool Won of Pekin, LLC Project”

Pekin BDD - Pekin, Tazewell County, Illinois

Project Description: Developer owns the Property and is proceeding with plans to renovate the parking lot and replace the roof of the building located thereon.

Location: 122 S. 14th Street, Pekin, IL

Parcel Numbers: 04-10-02-214-006

Estimated BDD Eligible Project Costs:

Renovation and Rehabilitation Costs \$43,000

Total *Estimated* BDD Eligible Project Costs¹ \$43,000

¹ The Developer’s total reimbursement of BDD Eligible Project Costs under *Sections C(1)* of the Agreement shall not exceed **\$10,000.00**.

EXHIBIT 2
CITY OF PEKIN, ILLINOIS
BDD
PRIVATE PROJECT
REQUEST FORM FOR VERIFICATION OF BDD ELIGIBLE COSTS
by
KUK SOOL WON OF PEKIN, LLC

Date _____

Attention: City BDD Administrator, City of Pekin, Illinois

Re: BDD Redevelopment Agreement, dated May 23, 2022
 by and between the City of Pekin, Illinois, and Kuk Sool Won of Pekin, LLC (the “Developer”)

The City of Pekin is hereby requested to disburse funds from the BDD 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: **Kuk Sool Won of Pekin, LLC**
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of BDD 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 that:

- (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 BDD 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 and 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.
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: _____

APPROVED BY CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 3087-22/23 TIF Redevelopment Agreement with Kelly Madden (DBA Primo Strength)

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Kelly Madden, owner of Primo Strength and Conditioning located at 905 Derby Street, is requesting \$20,000 in TIF funds to assist with parking lot improvements. Mr. Madden received \$75,000 in last year's round of forgivable TIF funding, which he used for interior improvements and some exterior improvement as well. Due to the rise in material costs, he was unable to complete the parking lot improvements as anticipated. Given this project is nearly completed, located in a highly visible location in an area the City would like to see redeveloped and that Mr. Madden has followed through on all of his previous commitments, staff and the Economic Development Advisory Council are recommending a one-time forgivable loan in the amount of \$20,000 be awarded. It should also be noted that Mr. Madden's application package included two Letters of Interest to lease space inside his building if the parking lot improvements, and other improvements Mr. Madden is funding personally, were to be completed. The letters were submitted by A Balanced Life (nutritional supplements) and Blaire Hardin Massage Therapy. 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, Kelly Madden 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

5/20/2022

Date:

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

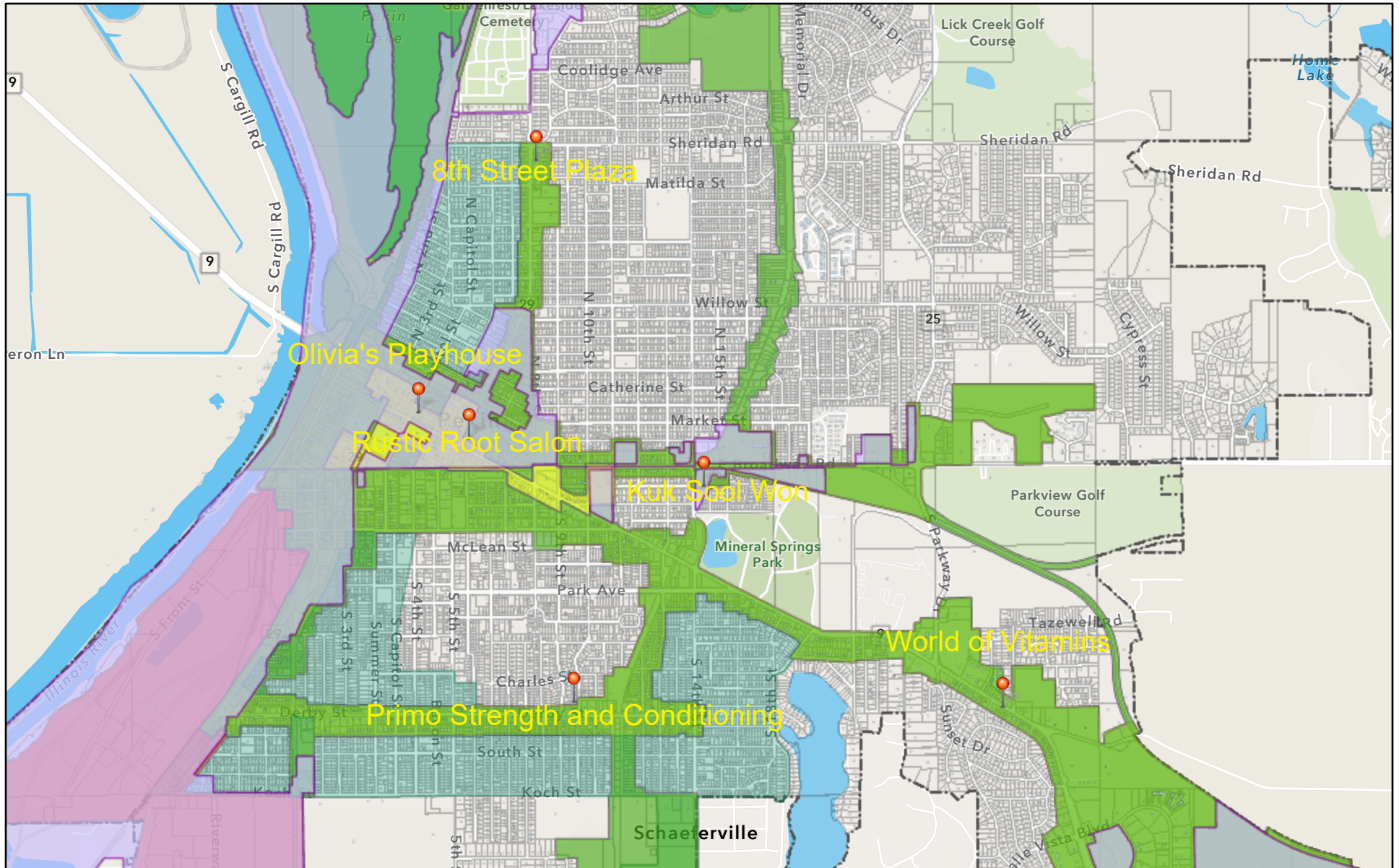
ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

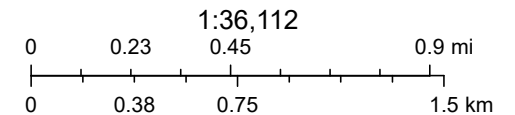
TIF Funding Location Map



5/18/2022, 10:59:09 AM

- EnterpriseZoneSouthernTazewell
- Address House Number Labels (with Unit)
- Address House Number Labels

- Court St TIF
- Court Street TIF
- CBD TIF
- CBD TIF
- SIP TIF
- SIP TIF
- Business Development District
- Existing BDD



Tazewell County, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FY 2022-2023 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET			Not Funded	Funded, On 5/23 Agenda	Funded, On 6/13 Agenda	Withdrawn	
Name	Address	Scope of Work	Total Project Cost	TIF Funding Recommendation	% of Total Project Cost	Funding Rationale	
N 8th St Plaza	1500 N 8th	Signage, concrete repair, windows, trim, awnings	\$80,000	\$10,000	13%	This is a large overall project with parking being the major concern. This is not addressed during this phase so a reduced funding allocation was recommended.	
Olivia's Playhouse	341 Court	Façade, tuck pointing, replace door, new flooring, new furnace	\$195,321	\$10,000	5%	Good location in the CBD, unique business concept. Funding makes visible improvements to the building.	
Dawon Property - Kountry Nook	212 Capitol	Roof, brick repair, siding, electrical, HVAC, windows, door replacement	\$273,000	\$30,000	11%	Visible location coming into Pekin. Large scope of work so higher funding amount being recommended.	
The Williams Branch	607/611 Margaret	Complete renovations of an existing structure to create a new daycare facility	\$160,385	\$30,000	19%	Project rehabs a highly visible structure and creates a daycare which is needed, especially in the downtown area close to the SUD's building.	
Broadway Liquor	2100 Broadway	Block repair, security lighting, fencing, parking lot repairs	\$105,000	\$30,000	29%	Located at Broadway and Parkway, this building is at one of the primary entry points to the City and the proposed exterior updates will make a big impact.	
Primo Strength and Conditioning	905 Derby	Repair/improvement of parking lot and concrete on south and east side of bldg	\$196,000	\$20,000	10%	Applicant received \$75K in TIF funding last year and has followed through on all of his projects. EDAC felt that some funding to help complete the work would be advisable.	
Tadoughs	815 N 8th	Kitchen expansion/modifications to increase production and sales	\$50,429	\$20,000	40%	Proven business and new owner who has already increased sales. This expansion is estimated to increase sales as well and is seen as a safe investment for the City.	
Rustic Root Salon	513 Court	Bulk of expense is acquisition with \$10,000 in renovations	\$85,500	\$15,000	18%	Funds the purchase of CBD building, interior improvements and creates a new hair salon business. Young owner will attract younger clientele and increase foot traffic.	
Center for Prevention of Abuse	121 S. 2nd St	Architectural and engineering fees for building design and construction plans.	\$140,000	\$10,000	7%	Helps develop vacant city-owned riverfront property, increasing traffic, lighting of that area and increases public safety which should help reduce homeless population.	
Boardwalk	435 Court	Bump out front and redo façade, create upper story entrance off of Court	\$85,000	\$10,000	12%	A recent fire has at this location has motivated the owner to redo the façade, pushing it closer to the street and adding a more-secure, second story access point from Court St.	
Shoppes at Derby Plaza	1100 Derby	Windows and doors, resurface parking lot.	\$35,000	\$15,000	43%	One of only two project applicants on Derby Street, this commercial center was once the home of Udry Jewelers. Funds would be used to make improvements to the building	
BDT Enterprises	403 S 2nd	Windows, signage, paint, HVAC, flooring, electric, plumbing	\$163,312	\$0	0%	Withdrawn	
Maddie Mae's	522 Court	Signage, roof, electrical, HVAC, kitchen hood to create kitchen	\$41,625	\$20,000	48%	Committee felt the location in the CBD and proposed creation of a small kitchen would serve as an attraction to locals and visitors.	
World of Vitamins	2220 Court St	Signage, painting, HVAC	\$40,000	\$10,000	25%	This project creates a smoothie bar inside an existing building which will generate sales tax. Owner is reputable and this was viewed as a safe investment.	

Cobbler Corner	1534 N 8th	Roof, parking lot, fence, booth refurb, interior renovations	\$71,500	\$10,000	14%	Longstanding business located in highly visible location/entry point to the City. EDAC viewed this a safe investment.
Antonini Depot	230 Broadway	Tuck pointing, parking lot repairs	\$55,000	\$10,000	18%	Historical building in highly visible location. EDAC felt the minimum amount of funding assistance was warranted.
Buena Vista Apts	437 Broadway	Windows, painting, roofing, HVAC, electrical, plumbing	\$60,000	\$0	0%	While located in a visible area, the EDAC felt this project didn't create jobs, sales taxes or address major concerns.
Reprise Enterprises	407 Court	Signage, HVAC, flooring, painting, electrical, plumbing	\$338,752	\$10,000	3%	Applicant is looking to open up a community theater in this location. While this doesn't create jobs or sales tax it will increase foot traffic in the CBD.
Moehle, Swearingen & Lobacz, LTF	411 Broadway	Interior reconstruction, flooring and painting to update space for relocation of applicants title company.	\$70,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Vaanterra, LLC	410 Broadway	Windows, awnings, signage, flooring, painting, electrical	\$72,500	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Kuk Sool Won of Pekin	122 S 14th St.	Parking lot and drainage repairs. Roof and window upgrades.	\$43,285	\$10,000	23%	Applicant is making substantial improvements and EDAC felt this type of business offered a benefit to Pekin residents and should be supported.
Brady's Carpet Cleaners	2202 Court	driveway repairs and repair of retaining wall.	\$20,000	\$0	0%	Due to the pending widening of Court Street the EDAC felt this project should be put off until that work has been completed.
Valerie Moehle	410 Broadway	Parking lot repairs	\$25,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.

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

KELLY MADDEN

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 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
KELLY MADDEN**

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

SECTION ONE: The Redevelopment Agreement with Kelly Madden attached hereto is hereby approved.

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

SECTION THREE: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 23rd day of May, 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 23rd day of May, 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



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Matt Fick,

AGENDA ITEM: Ordinance No. 3088-22/23 TIF Redevelopment Agreement with BMD, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: BMD, LLC is the ownership entity for the N. 8th Street Plaza. They are requesting TIF funds to assist with various exterior maintenance and repair projects. Overall, this will be an extensive rehabilitation project paid for with primarily private financing. Given the prominent location at one of the City entry points, staff and the Economic Development Advisory Council are recommending a one-time forgivable loan in the amount of \$10,000 be awarded. 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, Phillip Blake Lippi 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)
 Budgeted Amount: \$141,618
 Remaining Funds: \$131,618

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

5/20/2022

Date:

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

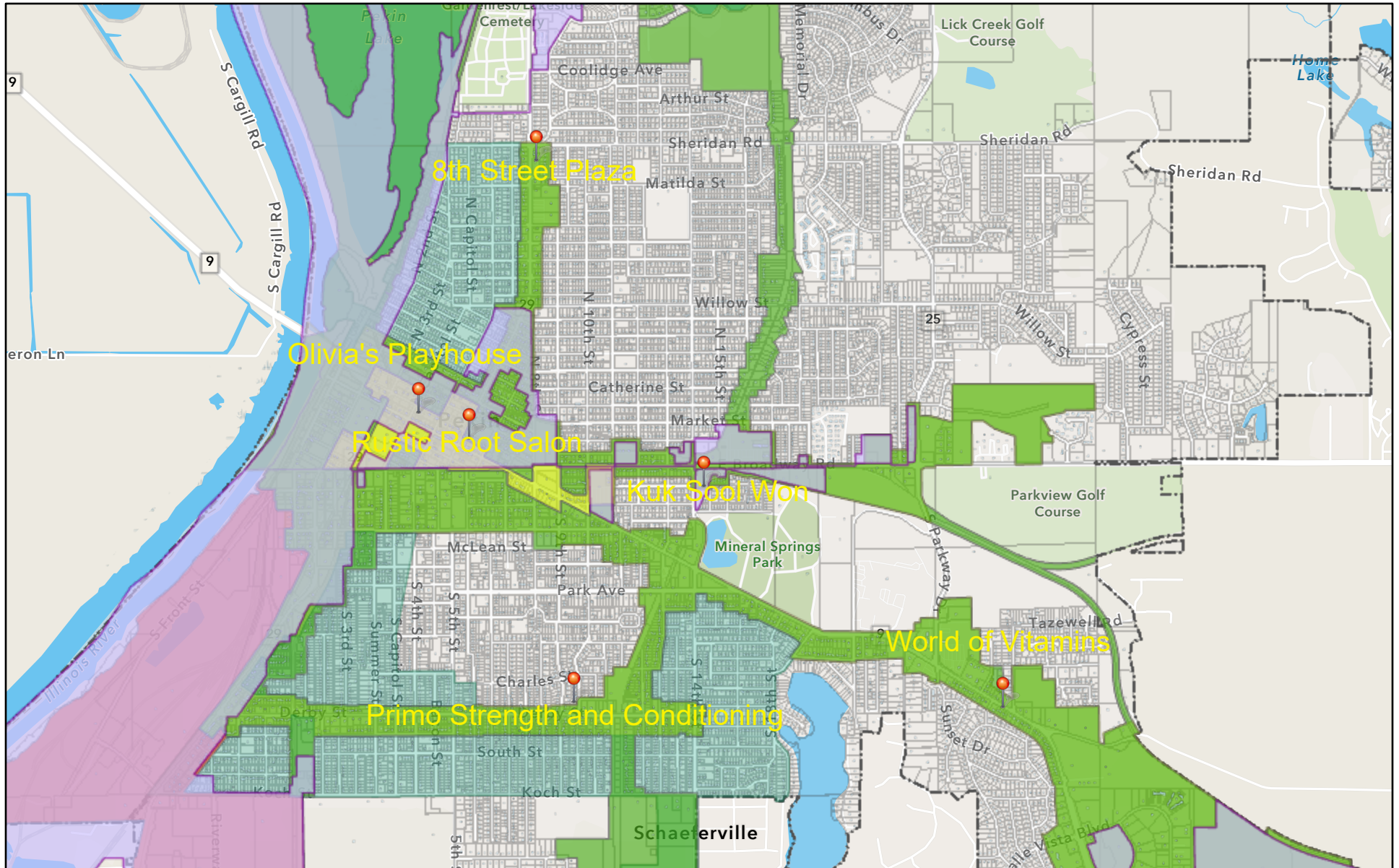
ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

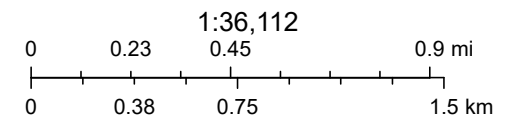
TIF Funding Location Map



5/18/2022, 10:59:09 AM

- EnterpriseZoneSouthernTazewell
- Address House Number Labels (with Unit)
- Address House Number Labels

- Court St TIF
- Court Street TIF
- CBD TIF
- CBD TIF
- SIP TIF
- SIP TIF
- Business Development District
- Existing BDD



Tazewell County, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

FY 2022-2023 TIF/BDD FUNDING APPLICATIONS PRELIMINARY SCORING SHEET			Not Funded	Funded, On 5/23 Agenda	Funded, On 6/13 Agenda	Withdrawn	
Name	Address	Scope of Work	Total Project Cost	TIF Funding Recommendation	% of Total Project Cost	Funding Rationale	
N 8th St Plaza	1500 N 8th	Signage, concrete repair, windows, trim, awnings	\$80,000	\$10,000	13%	This is a large overall project with parking being the major concern. This is not addressed during this phase so a reduced funding allocation was recommended.	
Olivia's Playhouse	341 Court	Façade, tuck pointing, replace door, new flooring, new furnace	\$195,321	\$10,000	5%	Good location in the CBD, unique business concept. Funding makes visible improvements to the building.	
Dawon Property - Kountry Nook	212 Capitol	Roof, brick repair, siding, electrical, HVAC, windows, door replacement	\$273,000	\$30,000	11%	Visible location coming into Pekin. Large scope of work so higher funding amount being recommended.	
The Williams Branch	607/611 Margaret	Complete renovations of an existing structure to create a new daycare facility	\$160,385	\$30,000	19%	Project rehabs a highly visible structure and creates a daycare which is needed, especially in the downtown area close to the SUD's building.	
Broadway Liquor	2100 Broadway	Block repair, security lighting, fencing, parking lot repairs	\$105,000	\$30,000	29%	Located at Broadway and Parkway, this building is at one of the primary entry points to the City and the proposed exterior updates will make a big impact.	
Primo Strength and Conditioning	905 Derby	Repair/improvement of parking lot and concrete on south and east side of bldg	\$196,000	\$20,000	10%	Applicant received \$75K in TIF funding last year and has followed through on all of his projects. EDAC felt that some funding to help complete the work would be advisable.	
Tadoughs	815 N 8th	Kitchen expansion/modifications to increase production and sales	\$50,429	\$20,000	40%	Proven business and new owner who has already increased sales. This expansion is estimated to increase sales as well and is seen as a safe investment for the City.	
Rustic Root Salon	513 Court	Bulk of expense is acquisition with \$10,000 in renovations	\$85,500	\$15,000	18%	Funds the purchase of CBD building, interior improvements and creates a new hair salon business. Young owner will attract younger clientele and increase foot traffic.	
Center for Prevention of Abuse	121 S. 2nd St	Architectural and engineering fees for building design and construction plans.	\$140,000	\$10,000	7%	Helps develop vacant city-owned riverfront property, increasing traffic, lighting of that area and increases public safety which should help reduce homeless population.	
Boardwalk	435 Court	Bump out front and redo façade, create upper story entrance off of Court	\$85,000	\$10,000	12%	A recent fire has at this location has motivated the owner to redo the façade, pushing it closer to the street and adding a more-secure, second story access point from Court St.	
Shoppes at Derby Plaza	1100 Derby	Windows and doors, resurface parking lot.	\$35,000	\$15,000	43%	One of only two project applicants on Derby Street, this commercial center was once the home of Udry Jewelers. Funds would be used to make improvements to the building	
BDT Enterprises	403 S 2nd	Windows, signage, paint, HVAC, flooring, electric, plumbing	\$163,312	\$0	0%	Withdrawn	
Maddie Mae's	522 Court	Signage, roof, electrical, HVAC, kitchen hood to create kitchen	\$41,625	\$20,000	48%	Committee felt the location in the CBD and proposed creation of a small kitchen would serve as an attraction to locals and visitors.	
World of Vitamins	2220 Court St	Signage, painting, HVAC	\$40,000	\$10,000	25%	This project creates a smoothie bar inside an existing building which will generate sales tax. Owner is reputable and this was viewed as a safe investment.	

Cobbler Corner	1534 N 8th	Roof, parking lot, fence, booth refurb, interior renovations	\$71,500	\$10,000	14%	Longstanding business located in highly visible location/entry point to the City. EDAC viewed this a safe investment.
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Moehle, Swearingen & Lobacz, LTF	411 Broadway	Interior reconstruction, flooring and painting to update space for relocation of applicants title company.	\$70,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Vaanterra, LLC	410 Broadway	Windows, awnings, signage, flooring, painting, electrical	\$72,500	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.
Kuk Sool Won of Pekin	122 S 14th St.	Parking lot and drainage repairs. Roof and window upgrades.	\$43,285	\$10,000	23%	Applicant is making substantial improvements and EDAC felt this type of business offered a benefit to Pekin residents and <u>should be supported.</u>
Brady's Carpet Cleaners	2202 Court	driveway repairs and repair of retaining wall.	\$20,000	\$0	0%	Due to the pending widening of Court Street the EDAC felt this project should be put off until that work has been completed.
Valerie Moehle	410 Broadway	Parking lot repairs	\$25,000	\$0	0%	Applicant indicated the project would move forward without TIF so EDAC felt it did not qualify.

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

BMD, AN LLC

PEKIN COURT STREET TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, ILLINOIS
ON THE 23RD DAY OF MAY, 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
BMD, AN LLC**

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

SECTION ONE: The Redevelopment Agreement with BMD, an LLC attached hereto is hereby approved.

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

SECTION THREE: Pursuant to Section 11-74.4-4(q) of the TIF Act, a municipality may utilize revenues received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is contiguous to the redevelopment project area from which the revenues are received.

SECTION FOUR: The Pekin Central Business District TIF District is contiguous to the Pekin Court Street TIF District. The City hereby authorizes the reimbursement of the Developer’s TIF eligible project costs provided for in the Redevelopment Agreement attached hereto be paid from real estate tax increment revenues generated in the Pekin Central Business District TIF District.

SECTION FIVE: The Redevelopment Agreement shall be effective the date of its approval on the 23rd day of May, 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 23rd day of May, 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



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Ordinance No. 3089-22/23 Amending Litter Control Ordinance

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: The Building Division is recommending changes to the Ordinance to require the use of screening for permanent dumpsters and clarification to the ordinance regarding illegal dumping.

Staff recommends the City Code require installation of dumpster screening enclosures for commercial properties and residential properties that are required, by code, to have a dumpster onsite.

This code amendment will help address an ongoing issue with loose litter and assist with prevention of illegal dumping at these locations. The dumpster screening requirement will also provide for an enhanced appearance for adjoining properties. These requirements are common practice in similar municipalities, and the ordinance outlines compliance for existing dumpsters within one (1) year of adoption by City Council.

Staff recommends approval

FINANCIAL IMPACT:

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

IMPACT IF APPROVED: Ordinance will be amended

IMPACT IF DENIED: Ordinance will not be amended

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

obligation.

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

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2022

Date:

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

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 desires to impose regulations requiring the screening and maintenance of dumpsters placed within the City; and

WHEREAS, the City Council of the City of Pekin finds it is in the best interest of the City and its residents to amend the City Code as set forth below.

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

Section 1. Chapter 3, Article I, Division 2, Section 4 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 3-1-2-4. Prohibited acts.

(a) *Deposits.* Solid waste shall be disposed of only as set forth in this section.

(1) No garbage, refuse, or waste material of any kind shall be deposited in any street, alley or public way, except as is provided in this Division.

(2) It shall be unlawful to deposit or leave any refuse or material in such a place or condition that it can be blown by the wind so as to be scattered or cause clouds of dust or particles, and it shall be unlawful to permit the escape of soot, ashes or other solid products or results of combustion so as to be wind-blown or scattered.

(3) It shall be unlawful for any person to dump or deposit, or cause to be dumped or deposited any grass, leaves, branches or any other things in the roadway or gutter of any public street in the City.

(4) Garbage, refuse, waste material, and recyclable materials shall be deposited only in approved containers. Containers shall not be overfilled such that the lid cannot fully close. No waste may be placed on top of the closed lid.

(5) No person shall dump or deposit refuse or cause refuse to be dumped or deposited upon any property or within the trash receptacles of another without the permission of the owner.

(b) *Storing combustible refuse.* It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard or to store or throw away any refuse of any kind in any alley, street or other public way in the City.

(c) *Prohibited materials.* The following materials will not be accepted for collection pursuant to this Division:

(1) Building or construction materials, provided that carpet will be accepted if it is rolled up in bundles of not more than 4 feet in length and not more than 50 pounds in weight.

(2) Bulk items, which shall be defined as any item too large to fit inside a 96-gallon cart or any item exceeding 50 pounds in weight, including, but not limited to, furniture, mattresses, and appliances.

(3) Household appliances and electronics.

(4) Animal remains, and animal waste unless placed within a separate bag or container prior to being placed in the disposal cart.

(5) Hazardous waste, batteries, motor oil, and other materials that cannot be disposed of at the disposal facility.

(6) Paint cans, unless the paint is completely dried out prior to being placed for disposal.

(d) The City reserves the right to refuse collection of any materials placed for disposal in violation of this Section.

Section 2. Chapter 5, Article 6, Division 2, Section 2-3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 5-6-2-2-3. Litter containers.

(a) *Number and capacity of litter containers.* Every dwelling and building, residential or otherwise, must have litter containers of sufficient number and capacity to accommodate and contain all litter generated and accumulated by occupants of the dwelling or business building.

(b) *Responsibility for maintenance of litter containers.*

(1) The occupant or occupants of any single-family dwelling unit must supply and maintain, at all times, a ratproof and watertight container for all litter.

(2) In multiple family dwellings of less than five such units, the owner must supply and maintain, at all times, a ratproof and watertight container for all litter.

(3) In multiple family dwellings consisting of five or more individual dwellings units and in nonresidential buildings, the owner must provide a dumpster for all litter that is ratproof and watertight. However, if this requirement cannot be met because the nature or size of the property does not permit the placement or removal of a dumpster, the owner may petition the Code Enforcement Officer or his designee for an exception; provided, that such exception can be granted without substantial detriment to the public good and without impairing the general purpose and intent of this Subdivision.

(c) *Use of litter containers.*

(1) It shall be the responsibility of every occupant of a single-family dwelling to keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed, except when momentarily opened to receive or remove litter.

(2) In multifamily dwellings and commercial establishments, the owner or his agent must keep containers, whether they be garbage cans, dumpsters or other containers, tightly covered or sealed at all times, except when momentarily opened to receive or remove litter.

(d) *Type and placement of litter containers.*

(1) This Subsection applies solely to single-family dwellings and multiple family dwellings of less than five units.

(2) All litter containers must be stored:

a. Inside an enclosed structure;

b. In the rear yard; or

c. In the side yard.

(3) All litter containers placed for pick up must be compatible with the City's waste collection vehicles and their lifter systems, and must meet the specification set forth in Chapter 3, Article I, Division 2 of this Code.

(e) *Disturbing containers.* ~~It shall be unlawful for any person, other than the owner, occupant, tenant or members of their families, or any container for garbage, rubbish, refuse, ashes or wastes, or to remove, displace, injure, deface, destroy, uncover or in any scavenger employed or licensed by the City, or the owner's agent, employees or servants to deposit any article, substance or thing in manner disturb such container or any litter that is placed on curblane or alley lot line for collection.~~ It shall be unlawful for any person, other than the

owner, occupant, tenant, or their agent or employee, or a scavenger employed or licensed by the City, to deposit any article, substance, or thing in any litter container or to remove, displace, injure, deface, destroy, uncover, or in any manner disturb such container or any litter that is placed on a curb line or alley lot line for collection.

Section 3. Chapter 3, Article I, Division 3 is hereby amended by the addition of a new Section 13 as follows:

Sec. 3-1-3-13. – Screening of Dumpsters.

(a) Except as otherwise provided herein, every owner, occupant, or lessee using or occupying a building or structure within the corporate limits of the city for other than residential purposes, and all residential structures required by this Code to have a dumpster, or have an adequate area for a dumpster pad site as described herein, or purposes accessory thereto, shall maintain on such premises a dumpster meeting the requirements of this section.

(b) *Surface.* Dumpsters shall be located on a hard surface constructed of bituminous concrete, Portland cement concrete, or other hard, solid surface of comparable strength and durability. The hard surface where said dumpster is stored shall be directly accessible to a waste hauling vehicle licensed in accordance with the provisions of this chapter, by a route across surfaces that meet all applicable construction standards of this Code for access to such vehicles.

(c) *Screening required.* All dumpsters must be fully screened from view from public streets and any abutting properties by three opaque walls and an opaque gate. All dumpsters shall have lids that remain closed and remain inside the screening enclosure area at all times unless in use.

(1) *Minimum height.* Screening walls and gates shall be not less than six feet nor more than eight feet in height.

(2) *Screening materials.* Screening materials must be masonry, brick, stone, reinforced concrete, or similar masonry materials. Materials allowed by this section must match the materials, style, finish, and appearance of the principal building located on the same lot.

(3) *Gates.* Screening gates must be solid metal and must screen the dumpster from view when closed. Gates must swing out to an angle greater than 90 degrees and create an opening at least 12 feet wide for the collection truck to enter the enclosure. Each gate must be equipped with a pin capable of holding the gate in its fully opened position while the dumpster is being accessed. Gates must swing clear of all fire lanes. Persons authorized to use the dumpster must keep the gates closed unless the dumpster or enclosure is in the actual process of being emptied, filled, painted, cleaned, constructed, installed, repaired, or otherwise maintained. There shall be affixed to the exterior of each gate a sign that is conspicuous and readily visible. The sign shall state “GATES TO REMAIN CLOSED WHEN NOT IN USE” in block letters at least three inches high. All sign lettering must appear in contrasting colors against the background.

(4) *Bollards.* A minimum of four bollards shall be provided within the enclosure, two in the rear, and one on each side, to prevent the dumpster from striking or damaging the screening enclosure. The City’s chief building official may approve another type of protection device in writing if the chief building official determines that such device protects the enclosure as well as bollards.

(d) Notwithstanding subsection (a) of this section, the Public Works Director may permit persons using or occupying a structure for commercial purposes to use light commercial hand pickup not to exceed 175 pounds per 96 gallon wheeled cart. However, if at any time the amount of garbage removed from such structure exceeds 175 pounds per 96 gallon wheeled cart or one cubic yard per week, the Public Works Director may thereafter require the use of a commercial dumpster as provided herein

(e) Except with written permission of the City or in City-owned receptacles, no person shall allow or permit a dumpster to be located on any City right-of-way or City-owned or leased property except while the dumpster is actually in the process of being emptied.

(f) Properties with dumpsters existing as of the date of passage of this ordinance shall have one year from said date of passage to construct a dumpster surface and screening enclosure that complies with the requirements of this section.

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



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Resolution No. 425-22/23 CDBG 2022 Public Services Funding

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City's Community Development Block Grant (CDBG) provided by the US Department of Housing and Urban Development (HUD) can be used to provide funding to local organizations operating in the community. HUD refers to the use of CDBG for the assistance to organizations as "Public Services" activities. In the 2022 Annual Action Plan, the City allocated CDBG-CV, the special CDBG-based CARES Act allocation, for use in funding Public Services awards.

The City provided an open period for community organizations to submit their application which occurred from April 1, 2022 through May 9, 2022. Due to the use of CDBG-CV funds, all applicants were asked to broadly tie their proposed funding needs to coronavirus response and/or recovery consistent with HUD regulatory requirements pertaining to the use of CDBG-CV funding. In total, the City received two (2) completed applications.

These awards are being made for a program performance period occurring from June 1, 2022 through April 30, 2023. Funds will be distributed to participating organizations on a periodic reporting schedule and only after proper accomplishment reporting and reimbursement forms have been submitted by the organization and approved by City staff.

City staff is recommending full funding for both of the eligible organizations that submitted completed application and whose programs can be broadly associated with coronavirus response/recovery:

1. The Center for Prevention of Abuse's Carol House of Hope shelter program focuses on sheltering and providing case management services for survivors of domestic violence. To continue and expand these services, assistance from the City is being requested in the amount of \$52,350.
2. The Salvation Army's Rust Center is a shelter that provides a variety of services that ensure basic needs are met and assists clients in attaining permanent and affordable housing. To continue and expand these services, assistance from the City is being requested in the amount of \$30,000.

FINANCIAL IMPACT:

Requested Amount: \$82,350.00
 Line Item: 261-320-511200
 Budgeted Amount: \$153,813.00
 Remaining Funds: \$153,813.00

IMPACT IF APPROVED: The City will provide CDBG funding to the specified community organizations.

IMPACT IF DENIED: The City will not provide CDBG funding to the specified community organizations.

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

5/20/2022

Date:

Resolution No. 425-22/23 CDBG 2022 Public Services Funding

WHEREAS, the City of Pekin receives an annual allocation from the Department of Housing and Urban Development Community Development Block Grant Program; and

WHEREAS, such funding may be used in part to assist non-profit organizations in their efforts to support individuals with low- to moderate-income; and

WHEREAS, City staff has recommended that the following non-profit organizations receive awards from the City's CDBG funds:

1. The Center for Prevention of Abuse, in the amount of \$52,350.00; and
2. The Salvation Army in the amount \$30,000.00.

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 shall provide grants in the amount of \$52,350.00 to The Center for Prevention of Abuse and \$30,000.00 to The Salvation Army from the City's Community Development Block Grant funds, subject to execution of and in accordance with the terms of a Sub-Recipient Agreement by the City and organization in a form acceptable to the Department of Housing and Urban Development as reviewed and approved by the City Attorney.

Section 3. The Mayor is authorized to execute and the Clerk is authorized and directed to attest to a Sub-Recipient Agreement with the above-named organizations.

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

MAYOR

ATTEST:

CITY CLERK



SUB-RECIPIENT AGREEMENT

By and Between the

CITY OF PEKIN

and

**The Center for Prevention of Abuse
SUBRECIPIENT**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PLANNING & DEVELOPMENT DEPARTMENT
CITY OF PEKIN, ILLINOIS

ACTIVITY ID: ____

PROGRAM YEAR: 2022

PROJECT AMOUNT: \$52,350.00

PROJECT NAME: 2022-PS-Center for Prevention of Abuse

**Mark Luft
MAYOR**

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PART I: Project Terms and Conditions

This Agreement, entered into this **twenty-third day of May, 2022**, **BY AND BETWEEN: The Center For Prevention of Abuse**, with its principal office and place of business at P.O. Box 3855 Peoria, IL 61612 hereinafter referred to as the SUBRECIPIENT, and the **CITY OF PEKIN**, a municipal corporation, duly organized and in existence under the laws of the State of Illinois, with its principal office and place of business in City Hall, 111 S. Capitol Street, in the City of Pekin, County of Tazewell, and State of Illinois, hereinafter referred to as CITY.

WHEREAS, the CITY receives funds yearly from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to render certain services or work hereinafter described in connection with CITY activities;

NOW THEREFORE, the CITY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering a CDBG program entitled, Carol House of Hope, during the City of Pekin HUD program year 2022 in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program will include all activities identified in this Section I and further described in APPENDIX A, Scope of Services and Performance Based Measurements, attached hereto and made a part hereof, and shall support the CITY activities and shall be performed and carried out by the SUBRECIPIENT under the highest professional standards to the satisfaction of the CITY.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives ([1] Benefit low/moderate income persons, [2] Aid in the prevention or elimination of slums or blight, [3] Meet community development needs having a particular urgency) as defined in 24 CFR Part 570.200(a) and 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the specified levels of program services as further defined in Appendix A "Scope of Services":

D. Staffing

[a] Subrecipient Staffing SUBRECIPIENT hereby designates the key personnel identified in Appendix A for the purposes of this Agreement as well as project positions.

- [b] City Staffing:** The CITY hereby designates the CDBG Program Manager as the Project Officer. On the Mayor's authority the Project Officer shall be the person signing this Agreement on behalf of the CITY and shall be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by CITY's Mayor.

The CITY further designates the following key personnel for the purposes of administering and monitoring this Agreement:

David Bess	CDBG Program Manager
Bruce Marston	Finance Director

E. Performance Monitoring

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards set forth herein. Failure to meet such goals and performance standards as determined by the CITY in its sole discretion will constitute non-compliance with this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, the CITY may suspend or terminate this Agreement in accordance with Section V.H. herein.

F. Outcomes Measurement: Performance and Outcomes Measures

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the CITY has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The CITY requires subrecipients of federal funds to assess the productivity and impact of their programs in accordance with this system. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its subrecipients. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The CITY shall report outcomes accomplishments to HUD. The CITY therefore requires the SUBRECIPIENT to submit periodic and annual performance measurement reports that measure the SUBRECIPIENT's progress and results with regard to the program objectives articulated herein. The CITY shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance.

Program performance is also considered in the decision-making process for fund allocation.

- [a] Time of Performance:** Services of the SUBRECIPIENT shall commence as described in this Agreement in the current Fiscal Year on the first day of June, and shall end on the last day of April of the same Fiscal Year. The term of this Agreement and the provisions herein shall be extended for succeeding Fiscal Years to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.
- [b] Budget:** SUBRECIPIENT hereby agrees to abide by the budget submitted with this agreement, a copy of which is attached hereto as Appendix F, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.
- [c] Periodic Reports:** The SUBRECIPIENT shall minimally submit periodic reports as specified to the CITY in accordance with the requirements and schedule set forth herein:
 - For the period June 1 - December 31, submission of the periodic report is due on or before January 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.
 - For the period January 1 – April 30, submission of the periodic report is due on or before May 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and

information as to the status of whether the household is headed by a single parent.

- [d] Monitoring Site Visits:** In addition to its reporting requirements, SUBRECIPIENT shall be subject to a minimum of one site (or remote) visit to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

II. PAYMENT

A. Amount

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Contract Award amount approved by the City of Pekin and set forth in Appendix B attached hereto, or allocated within the CDBG budget attached hereto as Appendix F.

CDBG drawdown will be completed for each agency funded through a request for reimbursement process. The City of Pekin will disperse the CDBG dollars on reimbursed bases after proper paperwork has been submitted showing the beneficiaries and proper documentation of expenses.

III. NOTICES

Communication and details concerning this Agreement shall be directed to the individuals authorized to execute this agreement in the manner set forth herein.

IV. SPECIAL CONDITIONS

A. Personnel

In accordance with Section VIII of this Agreement, the SUBRECIPIENT shall hire its own personnel, but in compliance with Federal Equal Opportunity provisions, giving full consideration to employment of residents of the City and persons who are unemployed or underemployed.

B. Beneficiaries

SUBRECIPIENT agrees to provide CITY with periodic reports concerning the impact of the project or activity assisted with funds through this Agreement, with particular

consideration for the income levels, sex, and race of the beneficiaries.

This requirement shall not, however, be construed to cause SUBRECIPIENT to divulge any information which would infringe SUBRECIPIENT - client relationships, or other rights of individual beneficiaries.

C. Eligibility of Expenditures

SUBRECIPIENT agrees that any activity or project not specifically listed or identified as to nature in the Scope of this Agreement, shall be first approved by CITY, for eligibility under Federal Regulations, before any funds are obligated. See Appendix E for a listing of eligible expenses.

D. Other – none at this time

V. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the applicable uniform requirements as described in 24 CFR § 570.502, as well as the requirements of Title 24 of the Code of Federal Regulations, Part 570, subpart K. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain as “independent Contractor” with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the

SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. Furthermore, SUBRECIPIENT shall comply with the bonding and insurance requirements of OMB Circular A-110.

In the event that this Agreement leads to any construction, repair or facility improvement costing in excess of \$100,000, SUBRECIPIENT shall ensure that the following requirements are included in all bid advertisements and information packages for bidders:

- [a]** Bid Guarantee of five (5) percent of the bid price;
- [b]** Performance Bond of 100 percent of Agreement price; and
- [c]** Payment Bond of 100 percent of Agreement price.

F. Acknowledgement of Funding Sources

SUBRECIPIENT hereby agrees and consents to credit the CITY, and the Community Development Block Grant Program on all printed material that SUBRECIPIENT produces that discusses, describes, educates or otherwise informs the public about the program for which funding under this Subrecipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall carry a notation on the front cover or a title page containing the following:

City of Pekin

The preparation of this [report, brochure, map, etc.] was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, SUBRECIPIENT agrees to assign credit to the CITY and the Community Development Block Grant Program in any representation to the media and/or the press

when addressing information as to the program for which funding under this Subrecipient Agreement has been provided.

G. Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the CITY Project Officer. Such amendments shall not invalidate this Agreement nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

Where an authorized amendment includes a change to the SUBRECIPIENT's compensation, the revised compensation figures shall be incorporated in any written amendments to APPENDIX A (Scope of Services) and APPENDIX B (Reimbursements).

In the event such change orders or work amendments increase the total amount of compensation to be paid SUBRECIPIENT, the change order shall only be valid when signed by the City of Pekin Mayor.

H. Suspension or Termination

[1] Mutual Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service identified in Section I (A) and Appendix A, Scope of Services, herein, may only be undertaken with the prior approval of the CITY.

[2] Termination of Convenience. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other

materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY; the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

- [3] Suspension or Termination for Cause.** If, for any reason or cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the provisions of this Agreement, the CITY shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, environmental studies or impact statements, reports, or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become its property, and SUBRECIPIENT shall be entitled to receive just compensation for any work done on or for such documents, materials, or studies which in the sole discretion of CITY is deemed satisfactory, proper, and requiring payment therefore. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT, and the CITY may withhold any payments due SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.
- [4] Termination by City for Circumstances beyond its Control.** In the event that Federal funding from the U.S. Department of Housing and Urban Development is terminated, reduced or withheld, for any reason or cause, in whole or in part, or, if the CITY operations are reduced to levels that

cannot justify the SUBRECIPIENT services this Agreement may be terminated upon fifteen (15) days' written notice to SUBRECIPIENT. Such a determination leading to termination shall be made in the sole discretion of CITY. In that event, all finished or unfinished documents and other materials as described elsewhere in this section shall, at the option of CITY, become its property. If the Agreement is terminated by CITY, as provided herein, the SUBRECIPIENT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the SUBRECIPIENT covered by this Agreement, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this Agreement have been performed upon the effective date of such termination, SUBRECIPIENT shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by SUBRECIPIENT during the Agreement period which is directly attributable to the uncompleted portion of the services covered by this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- [1] Accounting Standards:** The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- [2] Cost Principles:** The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

- [1] Records to be maintained:** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are

pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- [a] Records providing a full description of each activity undertaken;
- [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- [c] Records required determining the eligibility of activities;
- [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- [f] Financial records as required by 24 CFR § 570.502 and OMB Circular A-110; and
- [g] Other records necessary to document compliance with Subpart K of 24 CFR part 570.

[2] **Retention:** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

[3] **Client Data:** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information shall be made available to the CITY project personnel or their designees for review upon request.

- [4] **Disclosure:** The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or SUBRECIPIENT responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- [5] **Property Records:** CDBG dollars cannot be used to purchase, rent or subsidize the purchase of real property.
- [6] **Close-Outs:** The SUBRECIPIENT obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.
- [7] **Reversion of Assets** At the expiration of this Agreement the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Furthermore, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:
- [a] Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this agreement, or
 - [b] Shall be disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds, for acquisition of, or improvements to, the property. Such reimbursement is not required after the period of time specified in accordance with [a] of this section.

[8] Audits and Inspections

- [a]** The SUBRECIPIENT hereby agrees that annually and at closeout, SUBRECIPIENT financial records shall be audited and financial reports shall be prepared and attested to by a Certified Public Accountant approved by the CITY. Said annual agency audit shall be conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133. Furthermore, SUBRECIPIENT agrees to provide the CITY with all financial and management audit letters with attached concerns and findings within thirty (30) days of the completion of the audit. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt of the audit response by the SUBRECIPIENT.
- [b]** SUBRECIPIENT agrees that CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, Agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c]** SUBRECIPIENT shall comply with the applicable provisions of Subpart K of the CDBG entitlement grant regulations and with OMB Circular No. A133, which requires that all nonprofit organizations receiving in excess of \$300,000 in Federal funds during their fiscal year, must submit an audited financial statement. The CITY reserves the right to request a single or program specific

audit regardless of the Federal funding amount at the cost to the SUBRECIPIENT.

- [d]** Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting and Payment Procedures

- [1] Program Income:** The SUBRECIPIENT understands that funds paid under this Agreement are for the services specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR § 570.500(a). In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT complies with all requirements set forth at 24 CFR § 570.504.
- [2] Payment Procedures:** The CITY will pay the CDBG allocation to each agency selected and approved for CDBG funding. The City of Pekin will pay reimbursements to the designated SUBRECIPIENT CDBG funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. SUBRECIPIENT payments may only be completed following the procedures identified herein and further described in section I (F) (c) and by using the reimbursement forms described in Appendix C Subrecipient Reporting Form.
- [3] Annual Reports:** The SUBRECIPIENT shall submit regular Annual Reports to the CITY in the form and with the content required by the CITY in accordance with Section I (F) [c] of this Agreement.

D. Procurement

- [1] Compliance:** The SUBRECIPIENT shall comply with current CITY policy (Appendix D) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property,

equipment, etc.) shall revert to the CITY upon termination of this Agreement.

E. Duplication of Benefits

[1] Defined: A duplication of benefits occurs when a person, business, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received is more than is needed for that purpose. To the extent the Grant is funded through CDBG-CV funds, SUBRECIPIENT may not use such funds to pay eligible costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

[2] Assignment: SUBRECIPIENT hereby assigns to the CITY all of SUBRECIPIENT's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (collectively, "Proceeds") to the extent of the Grant award paid or to be paid to SUBRECIPIENT and that are determined in the sole discretion of HUD to be a duplication of benefits.

[3] Repayment: Upon receiving any Proceeds not listed on the Duplication of Benefits Affidavit attached hereto as Appendix G, SUBRECIPIENT agrees to immediately notify the CITY, who will then notify HUD of the additional amounts received. HUD will determine in its sole discretion if such additional amounts constitute a duplication of benefits. If some or all of the Proceeds are determined to be a duplication of benefits, SUBRECIPIENT shall repay the Grant Amount to the CITY to the extent of the duplication.

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

In the event the services contracted in this Agreement lead to real property acquisition or relocation of individuals, families, businesses, or other entities, the SUBRECIPIENT agrees to conform to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) as amended,

and regulations promulgated by the Secretary of the U. S. Department of HUD including requirements under 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act and the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY /ordinances, resolutions and policies concerning the displacement of persons from their residences.

SUBRECIPIENT further agrees it will insert the provisions of this Paragraph in any subcontract arising from this Agreement.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

[1] Compliance: The SUBRECIPIENT agrees to comply with all CITY and state civil rights ordinances and laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

[2] Non-Discrimination: The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

[a] The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of

compensation and selection for training including apprenticeship and participation in recreational and educational activities. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- [b] SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, creed, sex, or national origin.
- [c] SUBRECIPIENT shall notify every labor union, or representative of workers with whom it has a collective bargaining agreement, of SUBRECIPIENT commitment under Section 202 of Executive Order 11246.
- [d] SUBRECIPIENT will cause the foregoing provisions to be inserted in all sub-Agreements for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or raw materials.

- [3] **Land Covenants:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted

hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- [4] **Section 504:** The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) that prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action

- [1] **W/MBE:** The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

- [2] **Access to Records:** The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- [3] **EEO/AA Statement:** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and

shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex physical handicap or national origin.

- [4] Sub Agreement Provisions:** The SUBRECIPIENT will include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Conditions & Restrictions

- [1] Prohibited Activities:** The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

[2] Labor Standards

- [a]** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 USC 3702), the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (18 USC 874) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- [b]** The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable

requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

- [c] The SUBRECIPIENT represents and assures the CITY that it has or will secure at its own expense all personnel required for the performance of all services under this Agreement. Such personnel or any persons receiving compensation from SUBRECIPIENT as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specific waivers are granted by the CITY Mayor in writing. SUBRECIPIENT agrees that its personnel shall not be considered as employees of the CITY, and that it will indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.

[3] **“Section 3” Clause**

- [a] **Compliance:** Compliance with the provisions of Section 3 of the Housing and Urban Development Act, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the

Department of Housing and Urban Development issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area [City of Pekin] and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Pekin] in which the project is located. "

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to

low and very low income persons residing within the CITY [City of Pekin] in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the CITY [City of Pekin] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

[b] Sub Agreements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 136 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

[1] Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

- [2] **Sub Agreements**
- [a] **Approvals:** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such subcontract.
- [b] **Sub Agreement Monitoring:** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, periodic reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- [c] **Content:** The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- [d] **Selection Process:** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.
- [3] **Hatch Act:** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.
- [4] **Conflict of Interest:** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under

this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of the Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America, during their tenure in office and for one year thereafter, be admitted to any share or part heretofor to any benefit to arise herefrom. Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement.

[5] Certifications: The SUBRECIPIENT hereby certifies that:

[a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;

- [b]** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c]** It will require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and
- [d]** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1362, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- [e]** Any attempt by any officer, employee or agent of the CITY in soliciting or accepting

gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the City officer, agent or employee and the detailed circumstances of the incident.

- [6] Copyright:** If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.
- [7] Religious Organization:** The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized to support or engage in explicitly religious activities, and shall otherwise comply with the Federal regulations specified in 24 CFR 570.200(j).

IX. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT agrees to comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore, SUBRECIPIENT agrees to insert the provisions of this section in any sub-contract arising from this Agreement.

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Sections and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 et seq.), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of

financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (54 USC 300101 et seq.), Executive Order 11593 and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SIGNATURES

SUBRECIPIENT shall, by virtue of an executed vote of corporate authorization placed on file with the CITY Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by SUBRECIPIENT shall be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited

by SUBRECIPIENT charter and are authorized by SUBRECIPIENT principals or charter.

IN WITNESS WHEREOF, the **CITY** and the **SUBRECIPIENT** have signed and sealed this Agreement as of the date first above written, in the City of Pekin, County of Tazewell, State of Illinois.

CITY OF PEKIN:

SUBRECIPIENT:

BY: _____
Mark Luft
MAYOR

BY: _____
Name:
Title:

BY: _____
Mark Rothert
CITY MANAGER

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Corporation Council

PART II: Appendices

APPENDIX A: SCOPE OF SERVICES and PERFORMANCE BASED MEASUREMENTS

SUBRECIPIENT shall carry out the following Project Activity consistent with the objectives specified in the following Statement of Objectives and Projected Use of Funds:

05Z OBJECTIVE CATEGORY

2022-PS-Center for Prevention of Abuse

PROJECT NUMBER AND TITLE

DESCRIPTION OF PROJECT ACTIVITY:

Grant funds will be used to pay for Center for Prevention of Abuse staffing-related expenses associated with the direct delivery of services and shelter to survivors of domestic abuse through its Carol House of Hope Program.

Contact Staff & Titles: Kim Snarr, Director of Grants Administration

Address: P.O. Box 3855 Peoria, IL 61612

Phone: (309) 691-0551

What is the total estimated number of persons to be served by this project?	<u>100</u>
What is the total estimated number of LMI persons to be served by this project?	<u>100</u>
What is the anticipated percentage of LMI persons to be served by this project?	<u>100 %</u>

APPENDIX B:

The **maximum total amount to be paid** under this Agreement is:

Fifty-Two Thousand, Three-Hundred and Fifty Dollars and 0/100 cents, (\$52,350.00)

for all of the services and reimbursements required.

Sub-Recipient requests (the form for which is located in Appendix C) may be submitted to the CITY Project Officer on the schedule specified in this Agreement.

Regardless of the frequency, the SUBRECIPIENT shall submit Subrecipient Information to the CITY through its CDBG Project Officer no later than the 10th of the following month from the due date as per the following schedule:

- For the period June 1 - December 31, submission of the periodic report is due on or before January 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.
- For the period January 1 - April 30, submission of the periodic report is due on or before May 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and information as to the status of whether the household is headed by a single parent.

If the reports are not submitted to the CITY Project Officer by the tenth (10th) day after the close of any grant period, the City of Pekin will hold the CDBG portion of the payment.

APPENDIX C: SUBRECIPIENT REPORTING FORM

CDBG Subrecipient Quarterly Report

This form is used to provide quarterly reports to the City of Pekin. Subrecipients are **required** to submit quarterly and annual reports providing the information contained in this report. The quarterly report is used to gauge progress of a subrecipient and is also used to determine if a subrecipient is making progress towards activity goals. If the subrecipient fails to make reasonable progress or fails to complete this form in a timely manner, they may be subject to additional in-depth monitoring visits.

I. Program/Project/Activity Quarterly Status Report

Subrecipient Name: _____

CDBG Activity/Project Name: _____

Activity/Project Location: _____

Calendar Year:	20__
Indicate Report Quarter:	1 st 2 nd 3 rd 4 th
Report Date:	

Are you attaching a subrecipient reimbursement request to this quarterly report? _ Yes _ No

Instructions: The subrecipient is required to provide summary information outlining the program/project implementation activities carried out during the past quarter, regardless whether any progress has been made. If no progress or little progress has been made, the subrecipient is required to provide justifications for the lack of progress and outline plans, steps, and strategies to address the issue.

Brief summary of program/project progress	If no/little progress to report for the quarter, explain the circumstances and challenges	If no/little progress to report for the quarter, outline plans, steps and strategies to address the issues

II. CDBG Subrecipient Quarterly Beneficiary Report *(Only complete Columns 2, 4, 5, 7 if there are no new clients served during this reporting period.)*

Instructions: To report race information here, please only include unduplicated clients serviced during the reporting period. Please also remember that when you report Hispanic persons, make sure you enter them in such a way that they are recognized as persons of Hispanic ethnicity belonging to one of the race groups listed in the leftmost column. In this version of the report, all columns are numbered to assist you in completing this form. Where necessary, a column number is referenced, and a calculation formula provided to improve clarity.

(1) Race	(2) <u>Prior Report</u>	(3) <u>This Report</u>	(4) <u>Overall Total</u>	(5) <u>Prior Report</u>	(6) <u>This Report</u>	(7) <u>Overall Total</u>	(8) Notes
	Total from Column (4) Reported on Your Previous Quarterly Report	Beneficiaries for This Report Period	Cumulative Unduplicated Total (Columns 2 + 3)	Hispanic Total from Column (7) Reported on your Previous Quarterly Report	Hispanic Beneficiaries For This Report Period	Cumulative Hispanic Unduplicated Total Columns 5 + 6	
White							
Black/Afr. American							
Asian							
Am. Indian/Alaskan Native							
Native Hawaiian/Other Pacific Islander							
Am. Indian/Alaskan Native & White							
Asian & White							
Black/Afr. American & White							
Am. Indian/Alaskan Native & Black/Afr. American							
Other Multi-racial							
Totals							

Note: Except for activities that serve **presumed benefit** populations, client income eligibility for services paid for with CDBG funds should be determined at the time of enrollment for service during the program year. If the same client continues to receive the same service paid for with CDBG funds distributed to a subrecipient in a different program year, the client's income eligibility must be again reviewed and determined based on the client's **current** financial situation and **current** year's income limits.

(9) Income Level	(10) Total Persons/Households This Period (Unduplicated Persons/Households Only)	(11) Note
Extremely Low (Not Exceeding 30% of MFI*)		
Low (Above 30% But Not Exceeding 50% of MFI)		
Moderate (Above 50% But Not Exceeding 80% of MFI)		
Total (should match Total in Column 3 above)		
Total Number of Female Heads of Household		

*MFI --- Median Family Income. Please refer to the current Income Limits.

Name of the Preparer (Print): _____

Signature: _____

Date: _____

APPENDIX D: CITY OF PEKIN PROCUREMENT POLICY

The Office of Housing and Community Development requires all Departments and Agencies funded under the Community Development Block Grant Program to comply with the following procurement guidelines established by the City of Pekin in the purchasing of goods and services.

Purchases over \$10,000.00 must go through the procurement process.

Process includes:

- Minimum of 2 bids
- If only one is available, document that only one was received.
- If by phone, document with a letter stating how bid was received.
- Bill is sent through the Purchase Order process for payment.
- Need a copy of the invoice, a copy of the bid tabulation sheet or a letter stating why the bid process was not used.
- Sometimes vendor may require a copy of proof of insurance for vehicle purchases.

Purchases over \$50,000.00 require a copy of the "out for bid" ad which must be sent out at least ten (10) days prior to the bid deadline.

APPENDIX E: ELIGIBLE AND INELIGIBLE ACTIVITIES

Eligible public service activities:

CDBG funds may be used to pay for labor, supplies and materials as well as to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease of a facility, equipment and other property needed for the public service.

To utilize CDBG funds for a public service currently funded using non-federal CITY funds, the service must be either:

- A new service; or
- A quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the submission of the grant's Consolidated Plan Annual Action Plan to HUD.

Ineligible Public Service Activities:

The provision of "income payments" is an ineligible CDBG activity if these payments are provided as a grant.

- Income payments are payments to an individual or family which are used to provide basic levels of food, shelter (including payment for rent, mortgage and/or utilities) or clothing;
- Income payments do not include emergency grant payments for food, shelter or clothing needs provided;
- The income payments do not exceed three-months; and
- The payments are made directly to the provider of such services on behalf of an individual or family
- Income payments that are provided as a loan are permissible within the public service cap
- Political activities are ineligible
- In accordance with First Amendment Church and State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. However, CDBG funds may be used for eligible public services to be provided

through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub recipient from which the CDBG funds are derived, and that, in connection with the provision of such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no religious instruction or counseling, conduct no religious worship or services, engage in on religious proselytizing, and exert no other religious influence in the provision of such public services.
- When eligible public services are carried out on property owned by a primarily religious entity, CDBG funds may also be used for minor repairs to such property if:
 - The repairs are directly related to carrying out the public serves; and
 - The cost constitutes in dollar terms only an incidental portion of the CDB expenditure for the public services.

APPENDIX F: PROJECT BUDGET

C. Program Budget

Completed by ksnarr@centerforpreventionofabuse.org on
5/5/2022 12:27 PM

Case Id: 30849

Name: CFPA 2022/23 Pekin CDBG - 2022/23

Address: P.O. Box 3855

C. Program Budget

Please provide the following information.

C.1. Grant Amount Requested (\$30,000 Minimum - \$80,000 Maximum)

\$52,350.00

C.2. Since funding for this program is provided by the CARES Act's CDBG-CV funding allocation, all applicant organizations must certify that any funding provided through this announcement will be utilized to cover expenses that are necessary to carry out the activities described in the application and that no other funds have been made available to the applicant organization under other sources of assistance such as FEMA, SBA, or other cities, states, or counties to pay for the specific expenses described in the proposed budget. Please describe any other specific sources of assistance that are currently available to the applicant organization (if any) to pay for the specific expenses included in the proposed budget.

No other sources of assistance are being used to pay for the specific funds being requested from CDBG Pekin in this proposed budget.

C.3. Please complete the table below describing the different types of expenditures necessary to undertake the proposed project/program, the total budget amount, amount of funding requested from the City of Pekin, and amounts/sources of other project/program funding (matching funds). Additionally, please also specify the status of the other funding source(s) indicating whether that funding is pending approval or has been committed to the proposed program.

Budget Category (Expenditure Type)	Budget Amount	CDBG Funds Requested	Other Funding Source(s)	Name of Other Funding Source(s)	Status of Other Funding Source(s)
Personnel/Fringes	\$305,818.00	\$52,350.00	\$253,468.00	IL Department of Human Services; IL Coalition Against Domestic Violence - Victims of Crime Act; United Way of Pekin	Committed
	\$305,818.00	\$52,350.00	\$253,468.00		

APPENDIX G – DUPLICATION OF BENEFITS AFFIDAVIT



CDBG-CV Duplication of Benefits

In accordance with the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act), the U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant coronavirus response (CDBG-CV) funds to the City of Pekin, Illinois to prevent, prepare for, and respond to coronavirus.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This acknowledgment must be completed by any local government applicant, public facility owner/operator or subrecipient intending to receive grant funds. Any public facility, subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance will also be required to complete a Duplication of Benefits Certification after grant funds are awarded to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits.

As part of the review process, the City of Pekin and/or the US Department of Housing and Urban Development will assess whether assistance has been duplicated for your organization for the same expenses reimbursed by the City of Pekin's CDBG-CV allocation. Duplicate funds may include The Paycheck Protection Program, Treasury Funds [CARES Act], Federal Emergency Management Agency funds, Small Business Administration funds, and other Federal, State or local funding.

Prior to receiving an award, you will be required to complete the form and subrogation agreement on the following pages to ensure the City's compliance with CDBG-CV duplication of benefit requirements.

CDBG-CV Duplication of Benefits Affidavit

1. Have you received funds, or have funds been allocated, from another source, to pay for or reimburse you for the same type of expenses to be reimbursed by the City of Pekin's CDBG-CV allocation?
 - ☐ Yes, we have been or will be reimbursed for the same expenses (ineligible for funding).
 - ☐ Yes, but available or allocated funds are not adequate to cover the total costs of the expenses at this time.
 - ☐ No, there are no funds allocated nor have funds been received for the same type of expenses being requested for reimbursement in association with this application.

2. Please complete the following table showing any other sources of funding received or allocated for the expense types described in your application:

Funding Source	Staffing Costs	Other (_____)	Other (_____)	Total Amount
CDBG-CV (Pekin)				

Total Amount				

3. To receive CDBG-CV funds, you must agree to monitor compliance with the following subrogation agreement for one year following the completion of the activity for which CDBG-CV funds were awarded. If your organization is reimbursed for the expenses already reimbursed by the City of Pekin's CDBG-CV funds, you will be required to notify and repay duplicative reimbursements. Do you understand and agree?
 - ☐ Yes
 - ☐ No

4. To receive CDBG-CV funds, you must agree to repay funds if it determined by the US Department of Housing and Development or the City of Pekin that assistance has been duplicated as described in this document. Do you understand and agree to these terms?
 - ☐ Yes
 - ☐ No

In accordance with the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act), the U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant coronavirus response (CDBG-CV) funds to the State of Arkansas to prevent, prepare for, and respond to coronavirus. Recipients of CDBG-CV funds must implement procedures to prevent any Duplication of Benefits (DOB) as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.). With this form, an applicant for CDBG-CV assistance 1) outlines the costs associated with a proposed coronavirus-related activity; 2) identifies other assistance received or anticipated for the activity; 3) states the CDBG-CV funding request; 4) certifies the accuracy of the information; and 5) agrees to repay any awarded CDBG-CV assistance that is duplicated.

Duplication of Benefits Evaluation Summary (Completed by Pekin Staff)	
Applicant Organization Name	
Proposed Activity Name ¹	
Total Budgeted Need ²	
Total Assistance Received or Anticipated for Proposed Activity Outside of This Award ³	
Total of Non-Duplicative Assistance ⁴	
Total Duplication of Benefits Amount (DOB) ⁵	
CDBG-CV funding request ⁶	

1 Activity must be associated with an action to prevent, prepare for, or respond to coronavirus.

2 “Total Need” is the total activity cost. All costs included in total need must be reasonable and necessary. Applicant must provide applicable supporting documentation.

3 Not including CDBG-CV. “Assistance” includes resources such as cash awards, insurance proceeds, grants, and loans received or anticipated by the CDBG–CV applicant, including awards under local, state or federal programs, and from private or nonprofit charity organizations. “Anticipated” assistance means assistance likely to be received by acting reasonably to evaluate need and the resources available to meet that need. Applicant must provide applicable supporting documentation for any source of funding cited in the total assistance calculation. For reference, HUD’s guidance document [“CARES Act Programs through SBA, FEMA, IRS, Treasury, USDA, and HHS for CDBG Grantees’ Awareness for Duplication of Benefits”](#) provides a summary of federal CARES Act programs.

4 Assistance is non-duplicative if it is 1) provided for a different purpose; or 2) Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

5 Total DOB equals “Total Assistance Received or Anticipated for Proposed Activity” minus “Total of Non-Duplicative Assistance.”

6 The CDBG-CV funding request may not exceed the “Total Activity Cost” minus the “Total Duplication of Benefits (DOB).”

Under penalties of perjury, I/we certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Additionally, if I/we receive future funding for the same purpose of the any CDBG-CV funds received, I/we will agree to repay the assistance that was duplicated.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Organization's Authorized Representative Name and Signature

Date Signed



SUB-RECIPIENT AGREEMENT

By and Between the

CITY OF PEKIN

and

**The Salvation Army
SUBRECIPIENT**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PLANNING & DEVELOPMENT DEPARTMENT
CITY OF PEKIN, ILLINOIS

ACTIVITY ID: ____

PROGRAM YEAR: 2022

PROJECT AMOUNT: \$30,000.00

PROJECT NAME: 2022-PS-The Salvation Army

**Mark Luft
MAYOR**

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PART I: Project Terms and Conditions

This Agreement, entered into this **twenty-third day of May, 2022**, **BY AND BETWEEN: The Salvation Army**, with its principal office and place of business at 243 Derby Street, Pekin, IL 61554 hereinafter referred to as the SUBRECIPIENT, and the **CITY OF PEKIN**, a municipal corporation, duly organized and in existence under the laws of the State of Illinois, with its principal office and place of business in City Hall, 111 S. Capitol Street, in the City of Pekin, County of Tazewell, and State of Illinois, hereinafter referred to as CITY.

WHEREAS, the CITY receives funds yearly from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to render certain services or work hereinafter described in connection with CITY activities;

NOW THEREFORE, the CITY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering a CDBG program entitled, Rust Transitional Center, during the City of Pekin HUD program year 2022 in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program will include all activities identified in this Section I and further described in APPENDIX A, Scope of Services and Performance Based Measurements, attached hereto and made a part hereof, and shall support the CITY activities and shall be performed and carried out by the SUBRECIPIENT under the highest professional standards to the satisfaction of the CITY.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives ([1] Benefit low/moderate income persons, [2] Aid in the prevention or elimination of slums or blight, [3] Meet community development needs having a particular urgency) as defined in 24 CFR Part 570.200(a) and 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the specified levels of program services as further defined in Appendix A "Scope of Services":

D. Staffing

[a] Subrecipient Staffing SUBRECIPIENT hereby designates the key personnel identified in Appendix A for the purposes of this Agreement as well as project positions.

[b] City Staffing: The CITY hereby designates the CDBG Program Manager as the Project Officer. On the Mayor's authority the Project Officer shall be the person signing this Agreement on behalf of the CITY and shall be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by CITY's Mayor.

The CITY further designates the following key personnel for the purposes of administering and monitoring this Agreement:

David Bess	CDBG Program Manager
Bruce Marston	Finance Director

E. Performance Monitoring

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards set forth herein. Failure to meet such goals and performance standards as determined by the CITY in its sole discretion will constitute non-compliance with this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, the CITY may suspend or terminate this Agreement in accordance with Section V.H. herein.

F. Outcomes Measurement: Performance and Outcomes Measures

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the CITY has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The CITY requires subrecipients of federal funds to assess the productivity and impact of their programs in accordance with this system. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its subrecipients. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The CITY shall report outcomes accomplishments to HUD. The CITY therefore requires the SUBRECIPIENT to submit periodic and annual performance measurement reports that measure the SUBRECIPIENT's progress and results with regard to the program objectives articulated herein. The CITY shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance.

Program performance is also considered in the decision-making process for fund allocation.

- [a] Time of Performance:** Services of the SUBRECIPIENT shall commence as described in this Agreement in the current Fiscal Year on the first day of June, and shall end on the last day of April of the same Fiscal Year. The term of this Agreement and the provisions herein shall be extended for succeeding Fiscal Years to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.
- [b] Budget:** SUBRECIPIENT hereby agrees to abide by the budget submitted with this agreement, a copy of which is attached hereto as Appendix F, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.
- [c] Periodic Reports:** The SUBRECIPIENT shall minimally submit periodic reports as specified to the CITY in accordance with the requirements and schedule set forth herein:
 - For the period June 1 - December 31, submission of the periodic report is due on or before January 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.
 - For the period January 1 – April 30, submission of the periodic report is due on or before May 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and

information as to the status of whether the household is headed by a single parent.

- [d] Monitoring Site Visits:** In addition to its reporting requirements, SUBRECIPIENT shall be subject to a minimum of one site (or remote) visit to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

II. PAYMENT

A. Amount

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Contract Award amount approved by the City of Pekin and set forth in Appendix B attached hereto, or allocated within the CDBG budget attached hereto as Appendix F.

CDBG drawdown will be completed for each agency funded through a request for reimbursement process. The City of Pekin will disperse the CDBG dollars on reimbursed bases after proper paperwork has been submitted showing the beneficiaries and proper documentation of expenses.

III. NOTICES

Communication and details concerning this Agreement shall be directed to the individuals authorized to execute this agreement in the manner set forth herein.

IV. SPECIAL CONDITIONS

A. Personnel

In accordance with Section VIII of this Agreement, the SUBRECIPIENT shall hire its own personnel, but in compliance with Federal Equal Opportunity provisions, giving full consideration to employment of residents of the City and persons who are unemployed or underemployed.

B. Beneficiaries

SUBRECIPIENT agrees to provide CITY with periodic reports concerning the impact of the project or activity assisted with funds through this Agreement, with particular

consideration for the income levels, sex, and race of the beneficiaries.

This requirement shall not, however, be construed to cause SUBRECIPIENT to divulge any information which would infringe SUBRECIPIENT - client relationships, or other rights of individual beneficiaries.

C. Eligibility of Expenditures

SUBRECIPIENT agrees that any activity or project not specifically listed or identified as to nature in the Scope of this Agreement, shall be first approved by CITY, for eligibility under Federal Regulations, before any funds are obligated. See Appendix E for a listing of eligible expenses.

D. Other – none at this time

V. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the applicable uniform requirements as described in 24 CFR § 570.502, as well as the requirements of Title 24 of the Code of Federal Regulations, Part 570, subpart K. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain as “independent Contractor” with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the

SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. Furthermore, SUBRECIPIENT shall comply with the bonding and insurance requirements of OMB Circular A-110.

In the event that this Agreement leads to any construction, repair or facility improvement costing in excess of \$100,000, SUBRECIPIENT shall ensure that the following requirements are included in all bid advertisements and information packages for bidders:

- [a]** Bid Guarantee of five (5) percent of the bid price;
- [b]** Performance Bond of 100 percent of Agreement price; and
- [c]** Payment Bond of 100 percent of Agreement price.

F. Acknowledgement of Funding Sources

SUBRECIPIENT hereby agrees and consents to credit the CITY, and the Community Development Block Grant Program on all printed material that SUBRECIPIENT produces that discusses, describes, educates or otherwise informs the public about the program for which funding under this Subrecipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall carry a notation on the front cover or a title page containing the following:

City of Pekin

The preparation of this [report, brochure, map, etc.] was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, SUBRECIPIENT agrees to assign credit to the CITY and the Community Development Block Grant Program in any representation to the media and/or the press

when addressing information as to the program for which funding under this Subrecipient Agreement has been provided.

G. Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the CITY Project Officer. Such amendments shall not invalidate this Agreement nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

Where an authorized amendment includes a change to the SUBRECIPIENT's compensation, the revised compensation figures shall be incorporated in any written amendments to APPENDIX A (Scope of Services) and APPENDIX B (Reimbursements).

In the event such change orders or work amendments increase the total amount of compensation to be paid SUBRECIPIENT, the change order shall only be valid when signed by the City of Pekin Mayor.

H. Suspension or Termination

[1] Mutual Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service identified in Section I (A) and Appendix A, Scope of Services, herein, may only be undertaken with the prior approval of the CITY.

[2] Termination of Convenience. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other

materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY; the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

- [3] Suspension or Termination for Cause.** If, for any reason or cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the provisions of this Agreement, the CITY shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, environmental studies or impact statements, reports, or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become its property, and SUBRECIPIENT shall be entitled to receive just compensation for any work done on or for such documents, materials, or studies which in the sole discretion of CITY is deemed satisfactory, proper, and requiring payment therefore. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT, and the CITY may withhold any payments due SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.
- [4] Termination by City for Circumstances beyond its Control.** In the event that Federal funding from the U.S. Department of Housing and Urban Development is terminated, reduced or withheld, for any reason or cause, in whole or in part, or, if the CITY operations are reduced to levels that

cannot justify the SUBRECIPIENT services this Agreement may be terminated upon fifteen (15) days' written notice to SUBRECIPIENT. Such a determination leading to termination shall be made in the sole discretion of CITY. In that event, all finished or unfinished documents and other materials as described elsewhere in this section shall, at the option of CITY, become its property. If the Agreement is terminated by CITY, as provided herein, the SUBRECIPIENT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the SUBRECIPIENT covered by this Agreement, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this Agreement have been performed upon the effective date of such termination, SUBRECIPIENT shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by SUBRECIPIENT during the Agreement period which is directly attributable to the uncompleted portion of the services covered by this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- [1] Accounting Standards:** The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- [2] Cost Principles:** The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

- [1] Records to be maintained:** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are

pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- [a] Records providing a full description of each activity undertaken;
- [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- [c] Records required determining the eligibility of activities;
- [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- [f] Financial records as required by 24 CFR § 570.502 and OMB Circular A-110; and
- [g] Other records necessary to document compliance with Subpart K of 24 CFR part 570.

[2] **Retention:** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.

[3] **Client Data:** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information shall be made available to the CITY project personnel or their designees for review upon request.

- [4] **Disclosure:** The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or SUBRECIPIENT responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- [5] **Property Records:** CDBG dollars cannot be used to purchase, rent or subsidize the purchase of real property.
- [6] **Close-Outs:** The SUBRECIPIENT obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.
- [7] **Reversion of Assets** At the expiration of this Agreement the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Furthermore, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:
- [a] Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this agreement, or
 - [b] Shall be disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds, for acquisition of, or improvements to, the property. Such reimbursement is not required after the period of time specified in accordance with [a] of this section.

[8] Audits and Inspections

- [a]** The SUBRECIPIENT hereby agrees that annually and at closeout, SUBRECIPIENT financial records shall be audited and financial reports shall be prepared and attested to by a Certified Public Accountant approved by the CITY. Said annual agency audit shall be conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133. Furthermore, SUBRECIPIENT agrees to provide the CITY with all financial and management audit letters with attached concerns and findings within thirty (30) days of the completion of the audit. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt of the audit response by the SUBRECIPIENT.
- [b]** SUBRECIPIENT agrees that CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, Agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c]** SUBRECIPIENT shall comply with the applicable provisions of Subpart K of the CDBG entitlement grant regulations and with OMB Circular No. A133, which requires that all nonprofit organizations receiving in excess of \$300,000 in Federal funds during their fiscal year, must submit an audited financial statement. The CITY reserves the right to request a single or program specific

audit regardless of the Federal funding amount at the cost to the SUBRECIPIENT.

- [d]** Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting and Payment Procedures

- [1] Program Income:** The SUBRECIPIENT understands that funds paid under this Agreement are for the services specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR § 570.500(a). In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT complies with all requirements set forth at 24 CFR § 570.504.
- [2] Payment Procedures:** The CITY will pay the CDBG allocation to each agency selected and approved for CDBG funding. The City of Pekin will pay reimbursements to the designated SUBRECIPIENT CDBG funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. SUBRECIPIENT payments may only be completed following the procedures identified herein and further described in section I (F) (c) and by using the reimbursement forms described in Appendix C Subrecipient Reporting Form.
- [3] Annual Reports:** The SUBRECIPIENT shall submit regular Annual Reports to the CITY in the form and with the content required by the CITY in accordance with Section I (F) [c] of this Agreement.

D. Procurement

- [1] Compliance:** The SUBRECIPIENT shall comply with current CITY policy (Appendix D) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property,

equipment, etc.) shall revert to the CITY upon termination of this Agreement.

E. Duplication of Benefits

[1] Defined: A duplication of benefits occurs when a person, business, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received is more than is needed for that purpose. To the extent the Grant is funded through CDBG-CV funds, SUBRECIPIENT may not use such funds to pay eligible costs that have already been paid for, or will be paid for, by another Federal program, insurance, or other sources.

[2] Assignment: SUBRECIPIENT hereby assigns to the CITY all of SUBRECIPIENT's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage, or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (collectively, "Proceeds") to the extent of the Grant award paid or to be paid to SUBRECIPIENT and that are determined in the sole discretion of HUD to be a duplication of benefits.

[3] Repayment: Upon receiving any Proceeds not listed on the Duplication of Benefits Affidavit attached hereto as Appendix G, SUBRECIPIENT agrees to immediately notify the CITY, who will then notify HUD of the additional amounts received. HUD will determine in its sole discretion if such additional amounts constitute a duplication of benefits. If some or all of the Proceeds are determined to be a duplication of benefits, SUBRECIPIENT shall repay the Grant Amount to the CITY to the extent of the duplication.

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

In the event the services contracted in this Agreement lead to real property acquisition or relocation of individuals, families, businesses, or other entities, the SUBRECIPIENT agrees to conform to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) as amended,

and regulations promulgated by the Secretary of the U. S. Department of HUD including requirements under 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act and the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY /ordinances, resolutions and policies concerning the displacement of persons from their residences.

SUBRECIPIENT further agrees it will insert the provisions of this Paragraph in any subcontract arising from this Agreement.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

[1] Compliance: The SUBRECIPIENT agrees to comply with all CITY and state civil rights ordinances and laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

[2] Non-Discrimination: The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

[a] The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of

compensation and selection for training including apprenticeship and participation in recreational and educational activities. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

[b] SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, creed, sex, or national origin.

[c] SUBRECIPIENT shall notify every labor union, or representative of workers with whom it has a collective bargaining agreement, of SUBRECIPIENT commitment under Section 202 of Executive Order 11246.

[d] SUBRECIPIENT will cause the foregoing provisions to be inserted in all sub-Agreements for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or raw materials.

[3] Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted

hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- [4] **Section 504:** The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) that prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action

- [1] **W/MBE:** The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

- [2] **Access to Records:** The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- [3] **EEO/AA Statement:** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and

shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex physical handicap or national origin.

- [4] Sub Agreement Provisions:** The SUBRECIPIENT will include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Conditions & Restrictions

- [1] Prohibited Activities:** The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

[2] Labor Standards

- [a]** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 USC 3702), the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (18 USC 874) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- [b]** The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable

requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

- [c] The SUBRECIPIENT represents and assures the CITY that it has or will secure at its own expense all personnel required for the performance of all services under this Agreement. Such personnel or any persons receiving compensation from SUBRECIPIENT as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specific waivers are granted by the CITY Mayor in writing. SUBRECIPIENT agrees that its personnel shall not be considered as employees of the CITY, and that it will indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.

[3] **“Section 3” Clause**

- [a] **Compliance:** Compliance with the provisions of Section 3 of the Housing and Urban Development Act, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the

Department of Housing and Urban Development issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area [City of Pekin] and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Pekin] in which the project is located. "

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to

low and very low income persons residing within the CITY [City of Pekin] in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the CITY [City of Pekin] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

[b] Sub Agreements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 136 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

[1] Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

- [2] **Sub Agreements**
- [a] **Approvals:** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such subcontract.
 - [b] **Sub Agreement Monitoring:** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, periodic reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - [c] **Content:** The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - [d] **Selection Process:** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.
- [3] **Hatch Act:** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.
- [4] **Conflict of Interest:** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under

this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of the Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America, during their tenure in office and for one year thereafter, be admitted to any share or part heretofor to any benefit to arise herefrom. Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement.

[5] Certifications: The SUBRECIPIENT hereby certifies that:

[a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;

- [b]** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;
- [c]** It will require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and
- [d]** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1362, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- [e]** Any attempt by any officer, employee or agent of the CITY in soliciting or accepting

gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the City officer, agent or employee and the detailed circumstances of the incident.

- [6] Copyright:** If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.
- [7] Religious Organization:** The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized to support or engage in explicitly religious activities, and shall otherwise comply with the Federal regulations specified in 24 CFR 570.200(j).

IX. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT agrees to comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore, SUBRECIPIENT agrees to insert the provisions of this section in any sub-contract arising from this Agreement.

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Sections and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 et seq.), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of

financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (54 USC 300101 et seq.), Executive Order 11593 and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this Agreement, thereby eliminating or minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SIGNATURES

SUBRECIPIENT shall, by virtue of an executed vote of corporate authorization placed on file with the CITY Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by SUBRECIPIENT shall be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited

by SUBRECIPIENT charter and are authorized by SUBRECIPIENT principals or charter.

IN WITNESS WHEREOF, the **CITY** and the **SUBRECIPIENT** have signed and sealed this Agreement as of the date first above written, in the City of Pekin, County of Tazewell, State of Illinois.

CITY OF PEKIN:

SUBRECIPIENT:

BY: _____
Mark Luft
MAYOR

BY: _____
Name:
Title:

BY: _____
Mark Rothert
CITY MANAGER

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Corporation Council

PART II: Appendices

APPENDIX A: SCOPE OF SERVICES and PERFORMANCE BASED MEASUREMENTS

SUBRECIPIENT shall carry out the following Project Activity consistent with the objectives specified in the following Statement of Objectives and Projected Use of Funds:

03I OBJECTIVE CATEGORY

2022-PS-The Salvation Army
PROJECT NUMBER AND TITLE

DESCRIPTION OF PROJECT ACTIVITY:

Grant funds will be used to pay for Salvation Army staffing-related expenses associated with the direct delivery of services and shelter for individuals through its Rust Center location.

Contact Staff & Titles: Brandy Wright, Social Ministries Manager
Address: 243 Derby Street, Pekin IL 61554
Phone: (309) 346-3010

What is the total estimated number of persons to be served by this project?	<u>150</u>
What is the total estimated number of LMI persons to be served by this project?	<u>150</u>
What is the anticipated percentage of LMI persons to be served by this project?	<u>100 %</u>

APPENDIX B:

The **maximum total amount to be paid** under this Agreement is:

Thirty Thousand Dollars and 0/100 cents, (\$30,000.00)

for all of the services and reimbursements required.

Sub-Recipient requests (the form for which is located in Appendix C) may be submitted to the CITY Project Officer on the schedule specified in this Agreement.

Regardless of the frequency, the SUBRECIPIENT shall submit Subrecipient Information to the CITY through its CDBG Project Officer no later than the 10th of the following month from the due date as per the following schedule:

- For the period June 1 - December 31, submission of the periodic report is due on or before January 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.
- For the period January 1 - April 30, submission of the periodic report is due on or before May 10 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and information as to the status of whether the household is headed by a single parent.

If the reports are not submitted to the CITY Project Officer by the tenth (10th) day after the close of any grant period, the City of Pekin will hold the CDBG portion of the payment.

APPENDIX C: SUBRECIPIENT REPORTING FORM

CDBG Subrecipient Quarterly Report

This form is used to provide quarterly reports to the City of Pekin. Subrecipients are **required** to submit quarterly and annual reports providing the information contained in this report. The quarterly report is used to gauge progress of a subrecipient and is also used to determine if a subrecipient is making progress towards activity goals. If the subrecipient fails to make reasonable progress or fails to complete this form in a timely manner, they may be subject to additional in-depth monitoring visits.

I. Program/Project/Activity Quarterly Status Report

Subrecipient Name: _____

CDBG Activity/Project Name: _____

Activity/Project Location: _____

Calendar Year:	20__
Indicate Report Quarter:	1 st 2 nd 3 rd 4 th
Report Date:	

Are you attaching a subrecipient reimbursement request to this quarterly report? _ Yes _ No

Instructions: The subrecipient is required to provide summary information outlining the program/project implementation activities carried out during the past quarter, regardless whether any progress has been made. If no progress or little progress has been made, the subrecipient is required to provide justifications for the lack of progress and outline plans, steps, and strategies to address the issue.

Brief summary of program/project progress	If no/little progress to report for the quarter, explain the circumstances and challenges	If no/little progress to report for the quarter, outline plans, steps and strategies to address the issues

II. CDBG Subrecipient Quarterly Beneficiary Report *(Only complete Columns 2, 4, 5, 7 if there are no new clients served during this reporting period.)*

Instructions: To report race information here, please only include unduplicated clients serviced during the reporting period. Please also remember that when you report Hispanic persons, make sure you enter them in such a way that they are recognized as persons of Hispanic ethnicity belonging to one of the race groups listed in the leftmost column. In this version of the report, all columns are numbered to assist you in completing this form. Where necessary, a column number is referenced, and a calculation formula provided to improve clarity.

(1) Race	(2) <u>Prior Report</u>	(3) <u>This Report</u>	(4) <u>Overall Total</u>	(5) <u>Prior Report</u>	(6) <u>This Report</u>	(7) <u>Overall Total</u>	(8) Notes
	Total from Column (4) Reported on Your Previous Quarterly Report	Beneficiaries for This Report Period	Cumulative Unduplicated Total (Columns 2 + 3)	Hispanic Total from Column (7) Reported on your Previous Quarterly Report	Hispanic Beneficiaries For This Report Period	Cumulative Hispanic Unduplicated Total Columns 5 + 6	
White							
Black/Afr. American							
Asian							
Am. Indian/Alaskan Native							
Native Hawaiian/Other Pacific Islander							
Am. Indian/Alaskan Native & White							
Asian & White							
Black/Afr. American & White							
Am. Indian/Alaskan Native & Black/Afr. American							
Other Multi-racial							
Totals							

Note: Except for activities that serve **presumed benefit** populations, client income eligibility for services paid for with CDBG funds should be determined at the time of enrollment for service during the program year. If the same client continues to receive the same service paid for with CDBG funds distributed to a subrecipient in a different program year, the client's income eligibility must be again reviewed and determined based on the client's **current** financial situation and **current** year's income limits.

(9) Income Level	(10) Total Persons/Households This Period (Unduplicated Persons/Households Only)	(11) Note
Extremely Low (Not Exceeding 30% of MFI*)		
Low (Above 30% But Not Exceeding 50% of MFI)		
Moderate (Above 50% But Not Exceeding 80% of MFI)		
Total (should match Total in Column 3 above)		
Total Number of Female Heads of Household		

*MFI --- Median Family Income. Please refer to the current Income Limits.

Name of the Preparer (Print): _____

Signature: _____

Date: _____

APPENDIX D: CITY OF PEKIN PROCUREMENT POLICY

The Office of Housing and Community Development requires all Departments and Agencies funded under the Community Development Block Grant Program to comply with the following procurement guidelines established by the City of Pekin in the purchasing of goods and services.

Purchases over \$10,000.00 must go through the procurement process.

Process includes:

- Minimum of 2 bids
- If only one is available, document that only one was received.
- If by phone, document with a letter stating how bid was received.
- Bill is sent through the Purchase Order process for payment.
- Need a copy of the invoice, a copy of the bid tabulation sheet or a letter stating why the bid process was not used.
- Sometimes vendor may require a copy of proof of insurance for vehicle purchases.

Purchases over \$50,000.00 require a copy of the "out for bid" ad which must be sent out at least ten (10) days prior to the bid deadline.

APPENDIX E: ELIGIBLE AND INELIGIBLE ACTIVITIES

Eligible public service activities:

CDBG funds may be used to pay for labor, supplies and materials as well as to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease of a facility, equipment and other property needed for the public service.

To utilize CDBG funds for a public service currently funded using non-federal CITY funds, the service must be either:

- A new service; or
- A quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the submission of the grant's Consolidated Plan Annual Action Plan to HUD.

Ineligible Public Service Activities:

The provision of "income payments" is an ineligible CDBG activity if these payments are provided as a grant.

- Income payments are payments to an individual or family which are used to provide basic levels of food, shelter (including payment for rent, mortgage and/or utilities) or clothing;
- Income payments do not include emergency grant payments for food, shelter or clothing needs provided;
- The income payments do not exceed three-months; and
- The payments are made directly to the provider of such services on behalf of an individual or family
- Income payments that are provided as a loan are permissible within the public service cap
- Political activities are ineligible
- In accordance with First Amendment Church and State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. However, CDBG funds may be used for eligible public services to be provided

through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub recipient from which the CDBG funds are derived, and that, in connection with the provision of such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no religious instruction or counseling, conduct no religious worship or services, engage in on religious proselytizing, and exert no other religious influence in the provision of such public services.
- When eligible public services are carried out on property owned by a primarily religious entity, CDBG funds may also be used for minor repairs to such property if:
 - The repairs are directly related to carrying out the public serves; and
 - The cost constitutes in dollar terms only an incidental portion of the CDB expenditure for the public services.

APPENDIX F: PROJECT BUDGET

C. Program Budget

Completed by candace.burdette@usc.salvationarmy.org on
5/9/2022 12:43 PM

Case Id: 30850

Name: The Salvation Army of Pekin - 2022/23

Address: 243 Derby Street

C. Program Budget

Please provide the following information.

C.1. Grant Amount Requested (\$30,000 Minimum - \$80,000 Maximum)

\$30,000.00

C.2. Since funding for this program is provided by the CARES Act's CDBG-CV funding allocation, all applicant organizations must certify that any funding provided through this announcement will be utilized to cover expenses that are necessary to carry out the activities described in the application and that no other funds have been made available to the applicant organization under other sources of assistance such as FEMA, SBA, or other cities, states, or counties to pay for the specific expenses described in the proposed budget. Please describe any other specific sources of assistance that are currently available to the applicant organization (if any) to pay for the specific expenses included in the proposed budget.

- If a resident becomes symptomatic, we are required to test for COVID-19 and isolated/quarantine resident until the test results come back. If they need or want to seek medical care, they may do so at any time they feel is necessary.
- ☐ We will isolate/quarantine these individuals immediately from those who are not symptomatic staying in the shelter. The individual will be required to wear a face mask always except in their room. Resident will not be able to hang out in the community room or the kitchen. They are required to always stay in their room except to take a shower or use the restroom.
- ☐ Food will be made from them and must eat in the room. (Staff will use paper plates, plastic silverware, and disposable cups.)
- ☐ If a resident test positive for COVID-19 that individual will be isolated/quarantined to a room in the RTC. They will have to stay in the room for 10 days from the date of their test. After their 10 days of isolation/quarantine they will begin retesting for COVID-19 on a weekly basis and be able to move back into their room if they are a single individual.
- ☐ If a resident refuses to follow any of our policy and procedure we have in place they are subsequently forfeiting their place within the program, and they will be asked to leave.
- ☐ If a resident is confirmed to have COVID-19, we will also be following any guidance from our local Health Department and the CDC.
- ☐ Resident will then go into the isolation/quarantine room for 10 days from the date the test was administered.

C.3. Please complete the table below describing the different types of expenditures necessary to undertake the proposed project/program, the total budget amount, amount of funding requested from the City of Pekin, and amounts/sources of other project/program funding (matching funds). Additionally, please also specify the status of the other funding source(s) indicating whether that funding is pending approval or has been committed to the proposed program.

Budget Category (Expenditure Type)	Budget Amount	CDBG Funds Requested	Other Funding Source(s)	Name of Other Funding Source(s)	Status of Other Funding Source(s)
Salaries Staff	\$128,302.00	\$30,000.00	\$98,302.00	ETH Grant	Pending

Administrative	\$52,000.00	\$0.00	\$52,000.00	Donations	Pending
	\$180,302.00	\$30,000.00	\$150,302.00		

APPENDIX G – DUPLICATION OF BENEFITS AFFIDAVIT



CDBG-CV Duplication of Benefits

In accordance with the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act), the U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant coronavirus response (CDBG-CV) funds to the City of Pekin, Illinois to prevent, prepare for, and respond to coronavirus.

HUD requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

This acknowledgment must be completed by any local government applicant, public facility owner/operator or subrecipient intending to receive grant funds. Any public facility, subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance will also be required to complete a Duplication of Benefits Certification after grant funds are awarded to document compliance with the CARES Act requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits.

As part of the review process, the City of Pekin and/or the US Department of Housing and Urban Development will assess whether assistance has been duplicated for your organization for the same expenses reimbursed by the City of Pekin's CDBG-CV allocation. Duplicate funds may include The Paycheck Protection Program, Treasury Funds [CARES Act], Federal Emergency Management Agency funds, Small Business Administration funds, and other Federal, State or local funding.

Prior to receiving an award, you will be required to complete the form and subrogation agreement on the following pages to ensure the City's compliance with CDBG-CV duplication of benefit requirements.

CDBG-CV Duplication of Benefits Affidavit

1. Have you received funds, or have funds been allocated, from another source, to pay for or reimburse you for the same type of expenses to be reimbursed by the City of Pekin's CDBG-CV allocation?
 - ☐ Yes, we have been or will be reimbursed for the same expenses (ineligible for funding).
 - ☐ Yes, but available or allocated funds are not adequate to cover the total costs of the expenses at this time.
 - ☐ No, there are no funds allocated nor have funds been received for the same type of expenses being requested for reimbursement in association with this application.

2. Please complete the following table showing any other sources of funding received or allocated for the expense types described in your application:

Funding Source	Staffing Costs	Other (_____)	Other (_____)	Total Amount
CDBG-CV (Pekin)				

Total Amount				

3. To receive CDBG-CV funds, you must agree to monitor compliance with the following subrogation agreement for one year following the completion of the activity for which CDBG-CV funds were awarded. If your organization is reimbursed for the expenses already reimbursed by the City of Pekin's CDBG-CV funds, you will be required to notify and repay duplicative reimbursements. Do you understand and agree?
 - ☐ Yes
 - ☐ No

4. To receive CDBG-CV funds, you must agree to repay funds if it determined by the US Department of Housing and Development or the City of Pekin that assistance has been duplicated as described in this document. Do you understand and agree to these terms?
 - ☐ Yes
 - ☐ No

In accordance with the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act), the U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant coronavirus response (CDBG-CV) funds to the State of Arkansas to prevent, prepare for, and respond to coronavirus. Recipients of CDBG-CV funds must implement procedures to prevent any Duplication of Benefits (DOB) as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.). With this form, an applicant for CDBG-CV assistance 1) outlines the costs associated with a proposed coronavirus-related activity; 2) identifies other assistance received or anticipated for the activity; 3) states the CDBG-CV funding request; 4) certifies the accuracy of the information; and 5) agrees to repay any awarded CDBG-CV assistance that is duplicated.

Duplication of Benefits Evaluation Summary (Completed by Pekin Staff)	
Applicant Organization Name	
Proposed Activity Name ¹	
Total Budgeted Need ²	
Total Assistance Received or Anticipated for Proposed Activity Outside of This Award ³	
Total of Non-Duplicative Assistance ⁴	
Total Duplication of Benefits Amount (DOB) ⁵	
CDBG-CV funding request ⁶	

1 Activity must be associated with an action to prevent, prepare for, or respond to coronavirus.

2 “Total Need” is the total activity cost. All costs included in total need must be reasonable and necessary. Applicant must provide applicable supporting documentation.

3 Not including CDBG-CV. “Assistance” includes resources such as cash awards, insurance proceeds, grants, and loans received or anticipated by the CDBG–CV applicant, including awards under local, state or federal programs, and from private or nonprofit charity organizations. “Anticipated” assistance means assistance likely to be received by acting reasonably to evaluate need and the resources available to meet that need. Applicant must provide applicable supporting documentation for any source of funding cited in the total assistance calculation. For reference, HUD’s guidance document [“CARES Act Programs through SBA, FEMA, IRS, Treasury, USDA, and HHS for CDBG Grantees’ Awareness for Duplication of Benefits”](#) provides a summary of federal CARES Act programs.

4 Assistance is non-duplicative if it is 1) provided for a different purpose; or 2) Provided for the same purpose (eligible activity), but for a different, allowable use (cost).

5 Total DOB equals “Total Assistance Received or Anticipated for Proposed Activity” minus “Total of Non-Duplicative Assistance.”

6 The CDBG-CV funding request may not exceed the “Total Activity Cost” minus the “Total Duplication of Benefits (DOB).”

Under penalties of perjury, I/we certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document. Additionally, if I/we receive future funding for the same purpose of the any CDBG-CV funds received, I/we will agree to repay the assistance that was duplicated.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Organization's Authorized Representative Name and Signature

Date Signed



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Trent Reeise, Fire Chief

AGENDA ITEM: Resolution No. 426-22/23 Purchase of Fire Department Command Vehicles

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: As appropriated in the FY23 Budget, the Fire Department is requesting to purchase two new command vehicles through Morrow Brothers Ford using Illinois government pricing.

Careful consideration has been made to compare the benefits of leasing vehicles versus buying for the operations of the department. The department utilizes a “hand me down system” in respect to command vehicles in similar fashion to the fire apparatus. These vehicles will be used daily by command staff for several years. After sufficient time, they will move into more of an ancillary role as pull vehicles, class cars, or placed in reserve. This system has proven to keep vehicles in good operating condition for a much longer life span within the department. The price as quoted includes up-fitting the vehicle with lights and radio installation.

Attached is the vehicle quote from the vendor listed in the Illinois State Bid that is recommended by staff for approval.

FINANCIAL IMPACT:

Requested Amount: \$84,560.00
 Line Item: 445-041-534000
 Budgeted Amount: \$514,000
 Remaining Funds: \$478,000

IMPACT IF APPROVED: Strengthen the Fire Department vehicle fleet while lowering expected maintenance costs.

IMPACT IF DENIED: Expect an increase in maintenance cost to continue to repair and operate vehicles that have reached useful life.

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

5/20/2022

Date:

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

WHEREAS, the Pekin Fire Department has submitted a request to purchase two new command vehicles through Morrow Brothers Ford using Illinois government pricing; and

WHEREAS, a quote for the purchase of two new vehicles, including the cost to outfit the vehicles with lights and radio equipment, from Morrow Brothers Ford using Illinois government pricing, is attached hereto as Exhibit A; and

WHEREAS, the City Council finds the attached quote to be reasonable and that the purchase of two new command vehicles for the Fire department is in the best interests of the operation of the City's emergency response services.

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.

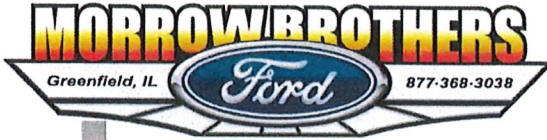
Section 2. The purchase of two new command vehicles pursuant to the terms and pricing set forth on Exhibit A hereto is approved. The Mayor is authorized to execute such documents as may be necessary to complete the purchase of the vehicles as approved herein.

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

MAYOR

ATTEST:

CITY CLERK



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 13, 2022

Tony Rendleman
Deputy Fire Chief
City of Pekin
309.613.0283

We have figured the following for your consideration.

1-New 2022 Ford Police Interceptor Utility

Exterior Color JL Dark Toreador Red
F6 Cloth Front and Rear Seating
New FV License/Title
66A Headlamp Light Solution
60A Grill Lamp/Speaker Wiring
55F Remote Keyless Entry
549 Power Heated Mirrors
76R Reverse Sensing System
52T Trailer Tow Lighting Connector
Whelen Slick Top Package – Red/Red, or Red/White
2 Additional Whelen Microns Front Lower
Remote Start System
All other standard equipment – Per attached page

Illinois Government Price \$42,280.00 * x 2 =\$84,560.00

Units presently have an ETA* of mid-October and are available, first come first serve.
Additional options can be added as required. Any and all trade in vehicles are welcome
regardless of miles or condition. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Acceptance Date: _____

Attachment: Pricing and options for council (3081 : Resolution No. 426-22/23 Purchase of Fire Department Command Vehicles)

POLICE INTERCEPTOR UTILITY STANDARD EQUIPMENT

MECHANICAL

- Drivetrain – All-Wheel-Drive
- V6 Direct Injection Gasoline Engine 136 MPH Top Speed
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Class III Trailer Hitch Receiver with 5,000 lbs. Towing Capacity
- Column Shifter
- Engine Hour Idle Meter
- Engine Hour Meter
- Engine Oil Cooler
- Suspension – Independent Front & Rear
- Transmission – 10-Speed Automatic
- Transmission Oil Cooler

EXTERIOR

- Exhaust True Dual (down-turned)
- Door-Lock Cylinders (Front Driver / Passenger / Liftgate)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- Headlamps – Automatic, LED Low -and-High Beam
 - Pre-molded Side Warning LED Holes (does not include LED Warning Modules)
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Power Mirror Glass, Manual Folding with Integrated Spotter
- Spare – Full Size 18" Tire w/TPMS
- Tail lamps – LED
- Tires – 245/60R18 A/S BSW
- Wheels – 18" Painted Black Steel with Stainless Steel Hub Cover

SAFETY / SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control®)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes with Traction Control
- Brakes – Police Calibrated High-Performance
- Belt-Minder® (Front Driver / Passenger)
- Individual Tire Pressure Monitoring System
- Rearview Camera with Washer, Viewable in 4.2" Center Stack
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

FUNCTIONAL

- Audio
 - AM/FM / CD / MP3 Capable / Clock / 4-speakers
 - Bluetooth® interface - Includes hands-free voice command support (compatible with most Bluetooth connected mobile devices)
 - USB Port (1)
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Fleet Telematics Modem and complimentary 2-year subscription
- Front Door Tether Straps (driver/passenger)
- Power Pigtail Harness
- Front Recovery Tow Hook Provision (1)
- Two-Way Radio Pre-Wire
- Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

INTERIOR / COMFORT

- Cargo Hooks in Cargo Area
- Dual-Zone Electronic Automatic Temperature Control
- Power Door Locks
 - Power Windows with Driver Control Feature
- Fixed Pedals (Driver Dead Pedal)
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/Non-Illuminated
- Lighting
 - Overhead Console
 - Red/White Task Lighting in Overhead Console
 - 3rd row overhead map light
- Mirror – Day/Night Rear View
- Particulate Air Filter
- Powerpoints – (1) First Row
- Rear-Window Defrost
- Scuff Plates – Front & Rear
- Seats
 - 1st Row Police Grade Cloth Trim, Dual Front Buckets
 - 1st Row – Driver 6-way Power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar)
 - 1st Row – Passenger 2-way manual track (fore/aft. with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Cruise Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Tilt / Telescoping and 4 user – configurable switches
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment

OPTIONS INCLUDED

- Gasoline Engine (99B / 44U)
- All Wheel Drive (K8A)
- Interior Lights Disabled, Dark Mode (43D)
- Driver's Side LED Spotlight (51R*)
- Ignition Override System (SID**)
- Tail Lamp Lighting Solution (66B)
- Rear Hatch Timer, Delete (18D)
- 5 Year / 100,000 Miles Powertrain Extended Warranty

☐ *Upgrade to Whelen Red/White LED Spotlight (includes Red/White Warning Mode, 5 Year Warranty) **ADD: \$130.00**

☐ **Upgrade to Ford Factory Secure Idle (47A - includes 3 year / 36,000 mile Ford Warranty) **ADD: \$260.00**



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Resolution No. 427-22/23 Approval of Lease for Three New Labrie Side Loader Solid Waste Trucks

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution will allow for the 5 year lease of three (3) new Labrie Expert 2000 33CY Helping Hand Solid Waste Trucks. These Labrie Trucks are automatic dump side loaders with an extended reach.

This purchase will utilize the Sourcewell contract #011620-NCL. Key Equipment is the local dealer that will supply the equipment to the City for this contract.

This purchase will begin the process of converting the solid waste fleet to the lease of automatic side load trucks. This transition will allow for greater efficiency, a reduced fleet age, and is expected to constitute an operational savings in the Solid Waste Division of Public Works.

The resolution requests Council approve staff to finalize the terms of the budgetary proposal attached and allow the City Manager to enter into a lease and buyback agreement in general accordance with the terms outlined and a lease rate up to \$56,000 per truck per year.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$168,000
 Line Item: 223-023-587500
 Budgeted Amount: \$225,000
 Remaining Funds: \$225,000

IMPACT IF APPROVED: City will move forward with lease of three new solid waste trucks

IMPACT IF DENIED: City will not move forward with lease of three new solid waste trucks

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.
X	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

5/20/2022

Date:

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

WHEREAS, the Street Department is in need of two new side loading solid waste trucks; and

WHEREAS, the City has obtained a proposal for the 5 year lease of two new Labrie Expert 2000 33CY Helping Hand Solid Waste Trucks, further described in Exhibit A hereto, from Key Equipment through joint purchasing organization Sourcewell pursuant to the terms set forth on Exhibit B hereto; and

WHEREAS, the City Council finds it is in the best interest of the City and its operations to approve the proposal provided by Key Equipment and to enter into a lease agreement for two new solid waste trucks pursuant to the terms set forth in Exhibit B.

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 lease of two new Labrie Expert 2000 33CY Helping Hand Solid Waste Trucks from Key Equipment is approved under the terms set forth on Exhibit B attached hereto.

Section 3. The Mayor or City Manager is authorized to execute, and the City Clerk is directed to attest, such documents necessary to effectuate the lease agreement.

Section 4. The City ("Issuer") recognizes the provisions of Section 265(b)(3) of the Internal Revenue Code (the "Code") which provide that a "qualified tax-exempt obligation" as therein defined may be treated by certain financial institutions as if it were acquired on August 7, 1986, for certain purposes. The Issuer hereby designates the Lease Agreement as a "qualified tax-exempt obligation" as provided therein to the extent each such Bond is tax-exempt under Section 103 of the Code.

(a) The Issuer acknowledges that a "qualified tax exempt obligation" means a bond which is not a "private activity bond" as defined in Section 141(a) of the Code.

(b) The Issuer represents, certifies and covenants that the Lease Agreement is not a "private activity bond" as defined in Section 141(a) of the Code.

(c) The Issuer represents, certifies and covenants that including the Note, the Issuer (including any entities subordinate thereto) does not reasonably expect to issue in excess of \$10,000,000 in "qualified tax-exempt obligations" (other than non-501(c)(3) "private activity bonds") (as such terms are defined in the Code) during the calendar year of issuance of the Bonds.

In determining whether the Note is a "qualified tax-exempt obligation" certain obligations are not taken into account in aggregating the \$10,000,000 limit of the small issuer exception under Section 265(b)(3) of the Code, including under Section 265(b)(3)(C)(III):

(III) an obligation issued to refund (other than to advance refund within the meaning of section 149(d)(5)) any obligation to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation.

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

_____, 20____.

MAYOR

ATTEST:

CITY CLERK

Key Equipment & Supply Company
13507 Northwest Industrial Drive, Bridgeton, MO 63044

Presents a Sourcewell Proposal Summary
of the



Labrie Expert(t) 2000 33 CY (27+6) Helping Hand



*Sample Photo

for

City of Pekin
1208 Koch St.
Pekin, Illinois 61554



33 (27+6) Cubic Yard Labrie Expert(t) 2000 Helping Hand (Diesel)

33 Cubic Yard Labrie Expert(t) 2000 Helping Hand Side Loader Refuse Body with Extended Reach with All Standard Features and including the following:

Helping Hand Automated Arm Extended Reach
 Parker Super Tough Hoses on Helping Hand
 Grabber Bolted Rubber blocks in lieu of straps
 Grabber Counting Device
 Auxiliary Arm Controls - RH side, Mini-Joystick in Cab
 Grabber Spill Shield
 Hydraulic Tank in drop section – 65 gal.
 Main Fuel Tank in drop section – 65 gal.
 Crusher Panel with limit switch on LH side
 Spill Shield
 Grab Pack: programmable packer cycle after cart pick-up, including multi-cycle option.
 In cab packer controls
 Packer cylinders hydraulic oil regeneration
 Multifunction Lights Package
 LED body lights
 Pump: double vane T6DC Work-at-idle pump
 Alarm for Low hydraulic oil level & high temp
 Hydraulic low-level sensor set higher than standard for early warning
 Automatic Hydraulic pump shut off with error message on display for low oil or High temp
 Fire Extinguisher including brackets – 20 lbs
 Work Light Kit: dual, in-cab single switch – LED type
 Light - LH Side Hopper
 Light - RH Side Rail
 Single Crusher Panel Control inside the cab & outside the cab
 Hydraulic-Hydraulic Lines-Replace standard hoses by Parker Super Tough series (Arm only)

Ground level grease points: for tailgate & hopper door hinges
Central grease point for packer shoes and rails
Central grease point for follower panel rollers
Zone Defense Quadruple Camera System with 9" monitor
Broom & shovel with holder
Camera programming for mirror cameras
City is responsible for all maintenance & repairs.

Mounted on:

One New 2023 Mack LR cabover

Mack Diesel engine

Tandem axle chassis

New Complete unit in work ready condition, includes freight, delivery, and training.

2022 Budget figure \$ 371,000.00

Buyback after 5-year lease \$ 164,000.00



Brad Franklin
Territory Manager
Key Equipment & Supply Co.





April 4, 2022

City of Pekin

1208 Koch St.

Pekin, Illinois 61554

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Pekin the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Pekin would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring New Labrie Expert 2000 . This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Pekin	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital	
EQUIPMENT:	New Labrie Expert 2000	
EQUIPMENT COST:	\$371,000.00	
DOWN PAYMENT / TRADE-IN:	\$0.00	
AMOUNT FINANCED:	\$371,000.00	
FUNDING DATE:	June 1, 2022	
DEFERRAL DAYS:	30	
FIRST PAYMENT DUE:	July 1, 2022	
TERM:	5 Years	MAX USAGE:
ANNUAL LEASE PAYMENTS:	\$54,851.72	

BALLOON PAYMENT: \$164,000.00

PRICING: The Rate and Payments outlined above are locked, provided this proposal is accepted by the Lessee by May 4, 2022 and the transaction closes/funds prior to June 3, 2022. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#011620-NCL **NCL's Sourcewell Contract # is 011620-NCL.**

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Matt Geiselhart - (320) 763-7600
mattg@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Pekin, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____

DATE: _____

NAME: _____

TITLE: _____

PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Resolution No. 428-22/23 Approval of Ameren Easements off of Elizabeth Street

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Ameren has requested the City of Pekin provide a gas utility easement for each of two (2) City owned properties. The attached easements are for the properties at 114 Elizabeth St. (04-04-34-441-004) located south of Elizabeth Street and 11 S. 2nd Street (04-04-34-436-010), located north of Elizabeth Street. Easement are requested to serve the leased Stratus Networks site located adjacent to PIN 04-04-34-436-010.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: N/A

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: Easements will be granted.

IMPACT IF DENIED: Easements will not be granted.

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

5/20/2022

Date:

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

WHEREAS, Ameren has requested an easement for gas utilities across properties owned by the City and identified as:

- 114 Elizabeth Street
04-04-34-441-004
- 11 S. 2nd Street
04-04-34-436-010; and

WHEREAS, the easements will serve the Stratus Networks site leased from the City at the above-described location.

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 Easement Agreements attached hereto as Exhibit A and Exhibit B are approved. The Mayor is authorized to execute, and the Clerk is authorized to attest, the Easement Agreements and any other documents necessary to effectuate the grant of the utility easements described therein to Ameren.

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

MAYOR

ATTEST:

CITY CLERK

REMS INFORMATION

Agreement ID: AIC-202202-40640

Project ID: 51826

EASEMENT

(Pipeline)

11 S. 2nd Street, Pekin, IL 61554

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2022, that **CITY OF PEKIN**, an Illinois municipal corporation, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, test, inspect, protect, repair, relocate, modify, add to the number of, abandon or retire in place, and remove a pipeline or pipelines for the transportation of gas or other substances, consisting of piping, hardware, valves, communication lines, and other appurtenances thereto (hereinafter individually and collectively "Facilities"), together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 34, Township 25 North, Range 5 West, of the 3rd Principal Meridian, in Tazewell County, State of Illinois, to-wit:

Property Description:

East 10 feet of Lot 16 in Block 6 in the Original Town, now City of Pekin, being a part of the Southeast Quarter of Section 34, Township 25 North, Range 5 West of the Third Principal Meridian, as shown on Plat recorded in Plat Book "C", page 2 at the Tazewell County Recorder's Office.

Easement Description:

The Southerly 35 feet of the Easterly 10 feet of even width of said Lot 16 and shown on Exhibit "A" attached hereto and made a part hereof; (hereinafter "Easement Area");

PIN: 04-04-34-436-010

together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of the Facilities.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF PEKIN

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF TAZEWELL

} SS

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

My Commission Expires_____
Notary Public

Prepared By: Lori Wendland

Return To: Ameren Illinois
 Real Estate Dept.
 12506 N. Fillyside Dr.
 Dunlap, IL 61525

LAW
 WR#: 9NOR189627
 Lat/Long: 40.570819 -89.652274
 05/19/2022

EXHIBIT "A"

NOT TO SCALE



Lot 16, Block 6, Original Town of Pekin,
SE 1/4, Section 34, T25N, R5W
Tazewell County, IL
PIN: 04-04-34-436-010



10 foot by 35 foot easement

REMS INFORMATION

Agreement ID: AIC-202202-40814

Project ID: 51991

EASEMENT

(Pipeline)

114 Elizabeth Street, Pekin, IL 61554

KNOW ALL MEN BY THESE PRESENTS, this _____ day of _____, 2022, that **CITY OF PEKIN**, an Illinois municipal corporation, its successors and assigns, whether one or more and whether an individual, individuals, a corporation, or other legal entity (hereinafter "Grantor"), for and in consideration of the sum of Ten and No/100th Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant unto **AMEREN ILLINOIS COMPANY d/b/a AMEREN ILLINOIS**, an Illinois corporation, its successors and assigns (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") with the right, privilege, and authority of Grantee, its agents, contractors, and subcontractors to survey, stake, construct, reconstruct, replace, use, operate, maintain, patrol, test, inspect, protect, repair, relocate, modify, add to the number of, abandon or retire in place, and remove a pipeline or pipelines for the transportation of gas or other substances, consisting of piping, hardware, valves, communication lines, and other appurtenances thereto (hereinafter individually and collectively "Facilities"), together with the authority to extend to any other party the right to use, pursuant to the provisions hereof, upon, over, across and under the following described land in Section 34, Township 25 North, Range 5 West, of the 3rd Principal Meridian, in Tazewell County, State of Illinois, to-wit:

Property Description:

Lot 7 in Block 5 in the Original Town, now City of Pekin, being a part of the Southeast Quarter of Section 34, Township 25 North, Range 5 West of the Third Principal Meridian, as shown on Plat recorded in Plat Book "C", page 2 at the Tazewell County Recorder's Office.

Easement Description:

The Easterly 10 feet of even width of said Lot 7 and shown on Exhibit "A" attached hereto and made a part hereof; (hereinafter "Easement Area");

PIN: 04-04-34-441-004

together with all rights and privileges for the exercise and enjoyment of the Easement rights.

Grantor also conveys the right of ingress and egress to and over the Easement Area and premises of Grantor adjoining the same, for all purposes herein stated; together with the right to trim, control the growth, cut and remove or cause to be removed at any time and from time to time, by any means, any and all brush, bushes, saplings, trees, roots, undergrowth, rock, overhanging branches, and other obstructions upon, over, and under the surface of said Easement Area and of the premises of Grantor adjoining the same deemed by Grantee to interfere with the exercise and enjoyment of Grantee's rights hereunder or endanger the safety of the Facilities.

Grantee shall be responsible for actual damages (except the trimming, controlling of growth, cutting, and removal of trees and other vegetation) occurring as a result of the Grantee's exercise of the Easement rights hereinabove conveyed and shall reimburse the owner thereof for such loss or damages.

Grantor, for itself, its successors and assigns, does hereby warrant and covenant unto Grantee, (1) that Grantor is the owner of the Easement Area and has the full right and authority to grant this Easement, (2) that Grantee may quietly enjoy the Easement for the purposes herein stated, and (3) that Grantor will not create or permit any building or other obstruction or condition of any kind or character upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the Easement rights hereinabove conveyed.

Grantor hereby waives and releases any and all homestead and other marital rights it may have pursuant to Illinois law.

This Easement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Easement to be executed on the date hereinabove written.

CITY OF PEKIN

By: _____

Name: _____

Title: _____

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF TAZEWELL

} SS

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names):

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)

☐ Individual(s)	☐ Corporate	☐ Limited Liability Company	☐ Partner(s)
☐ Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	☐ Limited Partnership
☐ Executor(s)	_____	_____	☐ General Partnership
☐ Administrator(s)	_____	_____	☐ Other (Specify Below):
☐ Attorney-In-Fact	_____	_____	_____
☐ Conservator(s)	_____	_____	_____
☐ Guardian(s)	_____	_____	_____

My Commission Expires_____
Notary Public

Prepared By: Lori Wendland

Return To: Ameren Illinois
 Real Estate Dept.
 12506 N. Fillyside Dr.
 Dunlap, IL 61525

LAW
 WR#: 9NOR189627
 Lat/Long: 40.570819 -89.652274
 05/19/2022

Attachment: 114 Elizabeth Easement (3094 : Resolution No. 428-22/23 Approval of Ameren Easements off of Elizabeth Street)

EXHIBIT "A"

NOT TO SCALE



Lot 7, Block 5, Original Town of Pekin,
SE 1/4, Section 34, T25N, R5W
Tazewell County, IL
PIN: 04-04-34-441-004



10 foot wide easement



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Justin Reeise, Public Works Director

AGENDA ITEM: Resolution No. 429-22/23 Purchase of Airport Security Cameras

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This Resolution is to award the purchase of Security Cameras for Pekin Municipal Airport. Cameras will be purchased and installed from Heart Technologies. Heart has provided and installed cameras for our new camera system throughout the city. This purchase will be made using the sole source line item of our procurement policy as all cameras are integrating into our new security camera system which is sourced through Heart Technologies during the development of the EOC.

This project is included in the FY23 Capital Improvement Plan. The cost for the cameras will be \$32,884.60, with \$16,442.30 (50%) due at signing. Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$32,884.60
 Line Item: 445-041-584000
 Budgeted Amount: \$1,252,872
 Remaining Funds: \$1,252,872

IMPACT IF APPROVED: City will begin project with Heart

IMPACT IF DENIED: City will not begin project with Heart

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

5/20/2022

Date:

Resolution No. 429-22/23 Purchase of Airport Security Cameras from Heart Technologies

WHEREAS, the City is in need of new security cameras for the Pekin Municipal Airport; and

WHEREAS, Heart Technologies has provided and installed security cameras for several other City facilities; and

WHEREAS, the City Council finds it is in the best interest of the City to purchase security cameras for the Airport from Heart Technologies to allow for seamless integration into the existing security camera system in the City.

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 purchase of security cameras for installation at Pekin Municipal Airport in accordance with the proposal attached hereto as Exhibit A is approved.

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

MAYOR

ATTEST:

CITY CLERK



We have prepared a quote for:

City of Pekin

Airport Cameras

Quote # JTPM007282EP Version 2

Prepared by:

Jeff Tidwell

Engineered by:

Jeff Tidwell

Products

Description	Qty
Network Video Recorder, 2U, 64 IP Camera, 18TB	1
I7 upgrade	1
16GB Memory upgrade	1
Rail Kit	1
Omni LX 20mp	2
2.8mm Lens	1
4.0mm Lens	3
6.0mm Lens	3
8.0mm Lens	1
Corner Mount	2
Wall Mount Bracket	2
Mount Cap	2
Cat 6 Patch cable 5'	2
Outdoor Dome 5mp, IR, WDR, Varifocal lens, Vandal	1
Hanging Mount Cap	1
Wall Mount Bracket	1
Outdoor Dome 5mp, IR, WDR, 2.8 fixed lens, Vandal	3
Hanging Mount Cap	1
Wall Mount Bracket	1
Backbox	3
MegaVideo G5 Camera, 10MP	1
12-50 mm, 1/1.7", f1.8 CS-mount, IR Corrected, P-Iris, Motorized Zoom and Focus	1
Outdoor PoE, IP67 Housing	1
Wall Mount for HSG2 Housing	1

Attachment: HEART AGREEMENT (3037 : Resolution No. 429-22/23 Purchase of Airport Security Cameras)

Products

Description	Qty
Junction Box	1
Lightning Protection Versa Rack Faceplate	1
Lightning Protection Versa Module	4
Professional License	3
Software Agreement, per year, per camera	6
Live Monitoring Station - 16 Streams	1
43" Class 7 Series LED TV	1
Tilt TV Mount 22-55 inch	1
HDMI Cable	1
Wireless Keyboard and Mouse	1
1U Rack Shelf	1
Cat6 Cable Outdoor Rated	0.2
Cat6 Cable Riser Rated	1.5
COMMSCOPE YELLOW CAT6 JACK	14
COMMSCOPE ORANGE CAT6 JACK	4
24 port unloaded patch panel	1
M101 Type Surface Mount Box, Single Port White	7
12U Wall Mount Cabinet Lockable	1
NON-BOOTED PATCH CORD CAT6,5FTBLACK	16
Config - Programming	1
Lift Rental	1

Attachment: HEART AGREEMENT (3037 : Resolution No. 429-22/23 Purchase of Airport Security Cameras)



Airport Cameras

Prepared by:

Heart East Peoria

Jeff Tidwell
(309) 427-7273
jtiddwell@heart.net
3105 N Main St.
East Peoria, IL 61611

Prepared for:

City of Pekin

Jason Brien
(309) 210-8717
jabrien@ci.pekin.il.us
13906 Airport Ln
Pekin, IL 61554

Quote Information:

Quote #: JTPM007282EP

Version: 2
Delivery Date: 04/07/2022
Expiration Date: 04/13/2022

Quote Summary

Description
Airport Cameras
Total: \$32,884.

Payment Schedule

Description	Payments	Interval	Amount
Purchase Price: 50/30/20			
50% Due on Signing	1	One-Time	\$16,442.
30% on Receipt of Materials	1	One-Time	\$9,865.
20% on Completion	1	One-Time	\$6,576.

Payment Due at Signing

Description	Amount
Purchase Price: 50/30/20: 50% Due on Signing	
Total of 50% Due on Signing Payment	\$16,442.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Heart East Peoria

City of Pekin

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Jason Brien
Title: _____
Date: _____

Statement of Work

Customer Responsibility

This job will not be taxable. Customer shall provide tax-exempt certificate.

Provide adequate space for equipment in an environment suitable for the required equipment

Provide open access to all wiring closets, panels and work areas.

Provide 110v power as needed to support this installation.

Heart Technologies, Inc., Responsibility

Network

Extend network from incoming fiber switch in closet to new data rack located in office

Install new 12u enclosed lockable cabinet in main office

Cameras

Install (2) 5mp interior cameras in main lobby area

Install (1) 5mp interior camera in main building hanger

Install (1) 5mp exterior camera on main building hanger

Install (1) 20mp multi lens exterior camera on front of main building

Install (1) 10mp long throw lens camera on main building to view south runway / east landing area

Install (1) 20mp multi lens exterior camera on north side of main building

All mounting hardware for cameras is included

Lightning protection for cameras is included

Install 18TB Exacq A Series recording server w/CPU upgrade

Camera licenses and software assurance is included

Install 43" monitor in main office for camera viewing / mount included

Install Live viewing monitor/PC for camera viewing - 16 streams

Lift Rental is included

120v power for wireless network devices in hangers is included

Fiber connectivity to airport provide by others

POE network switch and UPS provide by others

Statement of Work

City network programming and/or configuration of switches is not included in proposal

Material Escalation Clause: If, during the performance of this contract, the price of materials increases significantly, through no fault of Heart Technologies, the price of quoted material shall be adjusted accordingly. Where the delivery of the quoted material or product is delayed by either manufacture or distribution supplier, through no fault of Heart Technologies, as a result of the shortage or unavailability of specific products or materials, Heart Technologies shall not be liable for any additional costs or damages associated with such delay(s).

ALL MATERIAL PRICING INCLUDED IN THIS PROPOSAL IS ONLY VALID FOR 30 DAYS.

Customer has reviewed and acknowledged statement of work. _____

Standard Terms and Conditions

1. This proposal is in accordance with our understanding of the requirements of the project and from verbal information which we received from the Customer, or its agent, an written plans and specifications are furnished by Customer, and HEART Technologies, Inc., (from here on referred to as HEART Technologies, Inc.) interpretation of them. HEART Technologies, Inc. assumes no responsibility as to the accuracy of such plans and specifications. It is further understood and agreed that this proposal and contract does not include any labor or materials not specifically mentioned herein. Any additional work not covered herein shall be billed as time and material.
2. Terms and amount of payment shall be those specified herein. If not specified in the proposal, payment shall be 50% down at contract signing, 30% upon receipt of material and the remaining 20% due upon completion of this contract where the work is completed within the same month as the billing period. Where work continues beyond a period of 30 days, or is delayed for reasons beyond the control of HEART Technologies, Inc., monthly progress payments shall be paid in an amount equal to the labor and material on percentage of completion basis of the job covered by this contract. Payment shall be made to HEART Technologies, Inc. by the 10th of the month following the date of any bill. HEART Technologies, Inc. shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. If the event suit is filed by HEART Technologies, Inc. to collect any Moneys due hereunder or to enforce any other provisions of the contract, the Customer agrees to pay all cost, the attorney's fees incurred. Past Due balances shall be charged finance charges at a rate of 1.5% per month. Customer agrees to pay these charges, if for any reason payments are not received by due date.
3. Alterations or additional work ordered by Customer or his agent shall constitute an addition to this proposal, and shall be charged for on a time and material basis in accordance with the current prices shown in a locally recognized trade pricing standard, in effect at time of billing. If any additions to the contract are ordered, the amount to be paid for the same shall be determined by the Customer and HEART Technologies, Inc. at the time that they are ordered, and if they do not agree upon an amount to be paid, then the Customer shall pay a reasonable price therefor. If the change requested by the Customer shall reduce the amount of labor or material, or both, that HEART Technologies, Inc. shall furnish to the project, then the Customer and HEART Technologies, Inc. shall agree at the time that the change is requested on the amount of credit that shall be given by HEART Technologies, Inc. to the Customer, and if they do not agree upon an amount of credit then the reasonable value of the labor and material shall be credited to the Customer. HEART Technologies, Inc. shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such additions or changes. However, if such written orders are not received this shall not affect the right of HEART Technologies, Inc. to receive payment as outlined above for said labor and materials so furnished. Payments for additions or changes shall be made under the same terms and conditions as are embodied in the original proposal and contract.
4. All prices quoted herein are firm upon acceptance of this proposal, and are subject to correction prior to acceptance. All written proposals are conditioned upon acceptance within time limit specified on the face of this proposal. Verbal quotations are subject to immediate acceptance and terminate the day they are made.
5. It is a condition of this proposal that all materials or devices which are supplied by HEART Technologies, Inc. for installation will be of a type that is approved for the purpose. It is further stipulated that the Customer will assume the same responsibility for any material or equipment not furnished by HEART Technologies, Inc..
6. This proposal including any plans, specifications, drawings or engineering data are furnished by HEART Technologies, Inc. to Customer in trust for determining the scope of the work to be performed and shall remain the property of HEART Technologies, Inc.. They shall be immediately returned to HEART Technologies, Inc. in the event it is not awarded the contract to perform such work. If such plans, specifications or other data are used for the purpose of obtaining other bids or in connection with the installation, the Customer shall pay HEART Technologies, Inc. for all expense in preparing such plans or other data on an engineering fee basis.
7. Unless otherwise provided herein, the amount of any present or future sales or other tax, Federal, State or City, which we now, or hereafter shall be required to pay, either on our own behalf or on behalf of the Customer, or otherwise, with respect to any labor or material covered by this proposal shall be added to the prices quoted herein and paid to the Customer in the same manner and with the same effect as if originally added hereto.
8. If the Customer shall enter into a sale or shall sell all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of HEART Technologies, Inc.. Title to any of the material sold or installed hereunder by HEART Technologies, Inc. shall remain HEART Technologies, Inc. until all the terms hereof have been complied with, and in the event such materials are affixed to realty, it is expressly understood and agreed that they shall remain personal property subject to removal by HEART Technologies, Inc. The owner, buyer and Customer hereby waive any and all claim for damage to said realty or buildings caused by the removal of said materials or any part thereof.
9. This proposal is contingent upon approval by the authority having jurisdiction. Should additions or modifications be recommended by the authority having jurisdiction, or should the scope of protection change, this proposal will be adjusted accordingly.
10. We represent that the products listed within this quotation are free from defects in material or workmanship. Any product or part, thereof, which proves to be defective in workmanship or material during a period equal to manufacturer's warranty but not to exceed twelve (12) months from the date of purchase (unless otherwise stated in the proposal) shall be replaced at no charge during normal working hours.
11. Any repairs or modifications of the system as installed by the owner, owner's representative or any third party will void the warranty as stated herein.
12. HEART Technologies, Inc. maintains the capability to service your system using our factory-trained technicians from our nearest service facility on a 24-hour emergency basis.
13. The price has been determined on the basis of straight time and normal work week. No overtime will be worked unless ordered by Customer or his representative. In the event overtime is worked, the overtime premium rates plus HEART Technologies, Inc. regular mark-up for overhead and profit will be paid as an extra.
14. Upon acceptance, it is understood and agreed that this contract cannot be canceled except by mutual consent, and then only after payment to HEART Technologies, Inc. for labor, material and job costs plus his regular mark-up for overhead and profit.

Authorization to proceed with work or issuance of purchase orders by Customer to HEART Technologies, Inc. accepting any or all parts of this proposal shall be subject to the foregoing conditions.

It is the policy of HEART Technologies, Inc. to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment on the basis of race, creed, color, sex, age, national origin, religion, disability or veteran status.



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: David Hess, IT

AGENDA ITEM: Resolution No. 430-22/23 Annual Renewal of ESRI GIS Software

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: : The City of Pekin's Environmental Systems Research Institute (ESRI) Enterprise License Agreement for Geographic Information System (GIS) software expired 5/14/2022. The ESRI GIS software is vital to the operation of the City because it is utilized by almost all departments within the City. The GIS system is comprised of computer servers; informational databases that house information for assets in the City; the ESRI software that utilizes the databases; and aerial imagery. Examples of how and where the GIS system is used include:

- Address locations for the 911 responses
- Zoning information for zoning maps;
- Routing information for solid waste collection;
- Mapping for economic development purposes;
- Street information for different types of street maps;
- Type, size, depth and location of sewers in the City;
- Street light locations;
- Traffic sign locations; and
- No parking locations.

Due to its integral impact on operational efficiency, staff recommends renewal of the ESRI GIS software.

FINANCIAL IMPACT:

Requested Amount: \$42,500.00
 Line Item: 100-009-538000
 Budgeted Amount: \$810,000.00
 Remaining Funds: \$806,505.00

IMPACT IF APPROVED: Continued GIS operation

IMPACT IF DENIED: Would need to find alternative mapping software disrupting services

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

5/20/2022

Mark A. Rothert

Mark A. Rothert, City Manager

5/20/2022

Date:

**Resolution No. 430-22/23 Annual Renewal of Environmental Systems Research Institute, Inc.
(ESRI) GIS Software**

WHEREAS, the City of Pekin's Environmental Systems Research Institute (ESRI) Enterprise License Agreement for Geographic Information System (GIS) software expired on May 14, 2022; and

WHEREAS, the ESRI GIS software is vital to the operation of the City and is utilized by almost all departments within the City; and

WHEREAS, the City Council finds it is in the best interests of the City and its operations to renew the License Agreement with ESRI in accordance with the proposal set forth on Exhibit A hereto.

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 renewal of the license agreement with ESRI for GIS software is approved under the terms set forth on the attached 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



Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 02/15/2022
To: Josie Esker
Organization: City of Pekin
Information Technology Dept
Fax #: 309-346-2095 **Phone #:** 309-478-5399

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 1533
Email: SROBERTSON@ESRI.COM

Number of pages transmitted
(including this cover sheet): 5

Quotation #26067352
Document Date: 02/15/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York St
 Redlands, CA 92373
 Phone: + 190979328531533
 Fax #: 909-307-3083

9.13.a

Quotation

Date: 02/15/2022**Quotation Number:** 26067352**Contract Number:** SMALL GOVT ELA US

City of Pekin
 Information Technology Dept
 111 S Capitol St
 Pekin IL 61554
Attn: Josie Esker

Send Purchase Orders To:

Environmental Systems Research Institute, I
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, I
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Customer Number: 235934

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.				
10	1	168178	38,500.00	38,500.00
		Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement		
		Start Date: 05/15/2022		
		End Date: 05/14/2023		
1010	1	168440	4,000.00	4,000.00
		ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Term Enterprise Agreement		
		Start Date: 05/15/2022		
		End Date: 05/14/2023		

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.


esri[®]

380 New York St
 Redlands, CA 92373
 Phone: + 190979328531533
 Fax #: 909-307-3083

Quotation

Page 2

Date: 02/15/2022

Quotation Number: 26067352

Contract Number: SMALL GOVT ELA US

Item	Qty	Material#
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Unit Price	Extended Price
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Item Subtotal	42,500.00
Estimated Tax	0.00
Total	USD 42,500.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Attachment: Esri_Quotation_26067352 (3098 : Resolution No. 430-22/23 Annual Renewal of ESRI GIS Software)

[ROBERTSONS]


esri®

380 New York St
Redlands, CA 92373
Phone: + 190979328531533
Fax #: 909-307-3083

Quotation

Page 3

Date: 02/15/2022

Quotation Number: 26067352

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fee from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[ROBERTSONS]

Attachment: Esri_Quotation_26067352 (3098 : Resolution No. 430-22/23 Annual Renewal of ESRI GIS Software)



Quotation

Item	Qty	Material#	Unit Price	Extended Price
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REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: David Hess, IT

AGENDA ITEM: Resolution No. 431-22/23 Springbrook Financial Software Maintenance Agreement 2023

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is for the renewal purchase of the software, support and maintenance from Springbrook that helps the City manage financial and human resources reporting systems. An initial contract with Springbrook was first awarded in 2009. The city continues to use the software to meet the needs of the city and its user community. This request is for \$85,146.08 for a one-year extension.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$85,146.08
 Line Item: 100-009-538000
 Budgeted Amount: \$810,000.00
 Remaining Funds: \$806,505.00

IMPACT IF APPROVED: Uninterrupted finance operations

IMPACT IF DENIED: Change software package 6–12-month process

ALTERNATIVES: Begin looking for an alternative software package

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

5/20/2022

Date:

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

WHEREAS, the City has purchased software, support, and maintenance from Springbrook to manage the City's financial and human resource reporting systems on an annual subscription basis since 2009; and

WHEREAS, the City's existing subscription with Springbrook expires on August 6, 2022; and

WHEREAS, the City Council finds it is in the best interest of the operations of the City to renew its subscription with Springbrook for another one year term.

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 purchase of the software, support, and maintenance services from Springbrook pursuant to the terms set forth on Exhibit A attached hereto is approved.

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

MAYOR

ATTEST:

CITY CLERK

INVOICE



Invoice # INV-009482
 Invoice Date 06/08/2022
 Invoice Date Due 07/08/2022
 Payment Terms Net 30
 PO No.

Bill To:

Sarah Newcomb
 Pekin, IL - City of
 111 S. Capitol St.
 Pekin Illinois 61554

Ship To:

Bruce Marston
 Pekin, IL - City of
 111 S. Capitol St.
 Pekin Illinois 61554

Description	Term Start Date	Term End Date	Qty.	Ext. Price
Payroll Subscription	08/07/2022	08/06/2023	1	\$10,129.77
Human Resources Management Subscription	08/07/2022	08/06/2023	1	\$8,601.71
Employee Self Services Subscription	08/07/2022	08/06/2023	1	\$4,052.79
Finance Suite Subscription	08/07/2022	08/06/2023	1	\$22,670.71
Project Management Subscription	08/07/2022	08/06/2023	1	\$3,440.90
Utility Billing Subscription	08/07/2022	08/06/2023	1	\$15,910.18
Fixed Assets Subscription	08/07/2022	08/06/2023	1	\$3,440.90
Cash Receipts Subscription	08/07/2022	08/06/2023	1	\$3,440.90
Business Tax Subscription	08/07/2022	08/06/2023	1	\$7,403.29
Accounts Receivable Subscription	08/07/2022	08/06/2023	1	\$3,440.90
Licenses and Permits Subscription	08/07/2022	08/06/2023	1	\$2,614.03

SUBTOTAL	\$85,146.08
TAX	\$0.00
TOTAL	\$85,146.08

Please direct inquiries to:
 Accounts Receivable at (503) 820-2213
 Send an email to: accountsreceivable@sprbrk.com

Lockbox Payments:
 Springbrook Holding Company LLC
 PO Box 200566
 Dallas, TX 75320-0566

ACH/Wiring Instructions:
 Wells Fargo
 For credit to: Springbrook Holding Company LLC
 Account: 4898138342
 ABA: 121000248

Attachment: Springbrook Invoice 8/7/2022 - 8/6/2023 (3093 : Resolution No. 431-22/23 Springbrook Financial Software Maintenance Agreement



REQUEST FOR COUNCIL ACTION

Agenda Date: May 23, 2022
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 432-22/23 Authorization to Execute Supplier Agreement related to Electric Aggregation

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: As you may recall, Pekin is part of an electric supply aggregation group that includes every major municipality in central Illinois and over 400,000 electricity customers in Ameren Illinois' service area. Illinois law allows municipalities and counties (by referendum) to negotiate the purchase price of electricity on behalf of residential and small business utility customers living within their borders. The goal in pursuing aggregation was to achieve energy cost savings through aggregate electrical use. Pekin residents approved participating in an electrical aggregation program in the November 2012 General Election. Through a competitive bidding process, the City of Pekin previously selected Homefield Energy to serve as its Electric Aggregation program supplier until June 2022.

However volatile pricing and supply shortages have prevented the City's electric energy broker from securing a new contract this spring for supply of our community's aggregation program. Customers will therefore at a minimum be returned to Ameren Illinois' supply for the months of June and July (billed in July and August respectively). Customers do not need to take any action for this transition to the utility's supply. Ameren has or will send out written notification of this change.

Ameren's utility rates for residential customers is the following for the upcoming Summer and Non-Summer months (cents per kilowatt-hour):

Summer Rates (Jun – Sep 2022)		Non Summer (Oct 2022- May 2023)	
Energy & Capacity	= 8.165	Energy & Capacity	= 10.210
Transmission	= 1.295	Transmission	= 1.295
<u>Supply costs</u>	<u>= 0.421</u>	<u>Supply costs</u>	<u>= 0.421</u>
TOTAL	= 9.881	TOTAL	= 11.926

The electric aggregation broker is diligently working with multiple suppliers to establish a reasonable and competitive price for our community's aggregation program, which allows ideally resuming our community's service by August 1. Recent trends have shown a promising decline or a moderation in rates. The overall goal will be to achieve a rate that is better than Ameren's Non Summer rate.

Good Energy has therefore advised to not take any action at this moment and to wait until mid-June to see if favorable pricing can be negotiated; bid upon; and secured for the community and its residents. At the end of the day, however, the consumer can always choose to pursue other energy supply options at their discretion.

Once an electric aggregation supply price is negotiated, the City will have to have to act quickly to secure that pricing through a service agreement. Electricity is traded as a commodity and the pricing received may change the next day. It is therefore critical that a representative of the City be authorized to execute an agreement with a supplier as soon as favorable pricing is available.

The attached resolution therefore authorizes the Mayor or City Manager to execute a supplier agreement on

behalf of the City, if and only if the price submitted is competitive with comparable Ameren rates. A staff supplier contract is attached as an example. Staff recommends approval of the attached resolution to enter into a supplier agreement that is most beneficial to the City for the supply of electricity for residential and small commercial retail customers. This is again so that aggregated electric supply rates can go into effect around August 1, 2022.

If successful in obtaining an aggregated electric supply rate through a signed contract, all residents and small businesses will be automatically enrolled in the aggregation program. They will then have a mandatory 60-day "opt-out" period to get out of the aggregation program, if they so choose. If a resident or small business choose to "opt out", it would then be up to that resident or small business to find alternative electric supply or default back to Ameren's utility rates.

This automatic enrollment was designed into the aggregation legislation passed by the State. The customer may "opt-out" of the aggregation program by returning Opt-Out forms by the deadline date identified in any notification they would receive in the mail. If cost savings is a concern to the customer, they should compare the kilowatt/hour rate to be received under any new electric aggregation contract against Ameren's rate (see above) before making a decision to "opt-out."

Also of note is that while the City is responsible for negotiating the price of power from a supplier, customers would still receive only one bill from Ameren, showing costs for Delivery (Ameren), Supply (from electric aggregation supplier), and a Transmission Service Charge (also from electric aggregation supplier).

FINANCIAL IMPACT: N/A

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED: The City will continue to participate in electric aggregation

IMPACT IF DENIED: The City will not continue to participate in electric aggregation

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.

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

5/19/2022

Mark A. Rothert
Mark A. Rothert, City Manager

5/20/2022

Date:

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

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1- 92, permits a municipality, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and;

WHEREAS, the City of Pekin ("City"), in a referendum held in 2012, submitted the public question of whether it should operate the program as an opt-out program; and

WHEREAS, the referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, the Pekin City Council finds that the best interests of the City are served by entering into an agreement with the lowest responsible bidder, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the incorporated areas of the City and to arrange for competitive electric supply to the retail electrical accounts which do not opt out of said program; and

WHEREAS, because electricity is a commodity with variable price fluctuations, the City must act promptly to accept and execute any desired electric aggregation price quote or bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers.

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

Section 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in full in Section 1.

Section 2. The Mayor or City Manager is hereby authorized to receive and review quotes or bids and accept the quote/bid most beneficial to the City without further action of the City Council. The Mayor or City Manager is hereby authorized to execute a service agreement with the electric supplier who submits a quote/bid most beneficial to the City for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the Pekin City Council, with said execution and attestation to take place within the applicable time constraints required by the electric supplier; provided, however, that the energy price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect by the local utility provider (e.g. Ameren), resulting in savings for the City residential and small commercial retail customers. The service agreement with the electric supplier who submits the quote/bid most beneficial to the City will include the provision of transmitting the fee of \$0.0001 per kilowatt hour of electricity consumed by the residential and small commercial retail customers who do not opt out of such a program.

Section 3. All prior actions of the City's officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

Section 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City, and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

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

MAYOR

ATTEST:

CITY CLERK

Electric Supply Agreement
«Muni_name» Opt-Out Aggregation Program
Terms and Conditions of Service

1. **Purchase of Retail Power:** Illinois Power Marketing Company d/b/a Company XYZ Energy (Company XYZ Energy) agrees to sell, and you, as a participant in the **«Muni_name» Opt-Out Aggregation Program**, agree to buy, all your residential power and energy service (Retail Power) at the price and on the terms and conditions specified in this Agreement. Company XYZ Energy is an independent seller of power and energy service certified by the Illinois Commerce Commission (ICC Docket No. xx-xxxx). Company XYZ Energy has been selected by **«Muni_name» as the supplier for its «CONTRACT_TERM»** Opt-Out Government Aggregation Program. The Terms and Conditions contained in this Agreement have been the subject of negotiations between Company XYZ Energy and **«Muni_name»**. Your Delivery Service Provider (DSP)—Ameren Illinois— retains responsibility for the delivery of electricity to your home. Company XYZ Energy's obligations under this Agreement are conditioned upon you providing complete and accurate information to Company XYZ Energy throughout the Term.
2. **Term:** The Term of the Agreement will begin at the next meter read date after the DSP processes your enrollment and **will end with the «CONTRACT_END_DATE» meter read date** for your account. The DSP determines when your meter is read. The DSP will notify you of the date on which Retail Power service from Company XYZ Energy will begin which should take place by the next billing cycle or the one that follows. The date on which you begin to take Retail Power supplied by Company XYZ Energy is the Effective Date.
3. **Price:** Your price for Retail Power service (Price) will be will be **\$«PRICE1» per kilowatt-hour (kWh) from «Contract_TERM1» and \$«PRICE2» per kilowatt-hour (kWh) from «Contract_TERM2»**. The Price does not include any applicable taxes or DSP related fees or charges from the Effective Date through the conclusion of the Term. In the event of any change in, or enactment of, any rule, regulation, DSP operating procedure, tariff, applicable transmission tariff, ordinance, statute, or law beyond Company XYZ Energy's reasonable control that affects the price, sale or transmission, distribution, purchase, or other obligation pertaining to Company XYZ Energy's provision of Retail Power under this Agreement, Company XYZ Energy can adjust the Price. If Company XYZ Energy adjusts the Price, Company XYZ Energy will provide you notice of the adjusted Price and you will have an opportunity to terminate this Agreement without any further obligation by notifying Company XYZ Energy in writing within 30 days after the date of the notice of the adjusted Price. In such event, service will terminate effective as of the next meter read date, and you will be obligated to pay for Retail Power provided until that meter read date. Company XYZ Energy makes no guarantees as to how the price for Retail Power service during the term of this Agreement will compare to the price charged by your DSP for Retail Power service.
4. **Billing and Payment:** The Price will be itemized and included on your bill from the DSP, and is due and payable to the DSP on the same day your DSP bill is due. You will continue to be billed by your DSP taxes and other charges consistent with filed tariffs at the Illinois Commerce Commission to transmit and distribute the Retail Power supplied to you per this Agreement. You should continue to follow any bill payment procedures set forth between you and the DSP. You agree to accept the measurements as determined by the DSP for purposes of accounting for the amount of Retail Power services provided by Company XYZ Energy under this Agreement. If the DSP is unable to read your meter, the DSP will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Company XYZ Energy's ability to supply you under this Agreement is conditioned on the DSP accepting Company XYZ Energy's enrollment of your account for consolidated billing and purchase of receivables by the DSP. If you are not eligible for your DSP's consolidated billing and purchase of receivables, you will need to secure eligibility with your DSP before Company XYZ Energy can serve you. Should the DSP cease providing consolidated billing and purchase of receivables for your account and/or commence billing Company XYZ Energy for any charges relating to you, Company XYZ Energy will bill you directly and you will pay Company XYZ Energy for all such charges pursuant to the payment provisions specified in Company XYZ Energy's bill.
5. **Late or Insufficient Payment:** All invoiced balances under this Agreement that are not paid in full by the due date will be subject to the DSP or Illinois Commerce Commission late payment rules.
6. **Rescission and Early Termination of Contract:** The Illinois Commerce Commission is considering rescission and early termination of contract regulations that may afford you opportunities within certain parameters to rescind or terminate your contract without incurring an early termination fee. In addition, your DSP's tariff (which is on file with the Illinois Commerce Commission) may contain provisions regarding penalty-free rescission periods. Company XYZ Energy will comply with all applicable provisions and regulations concerning rescission and early termination of contract. Shortly after your election to take service from Company XYZ Energy, your DSP should provide you an enrollment notice informing you of any rescission rights you may have and the last day for making a request to rescind. If you rescind this Agreement within the timeframe specified by your DSP, your enrollment with Company XYZ Energy will be cancelled without penalty to you. Upon rescission in accordance with applicable law, this Agreement will be considered cancelled and neither party shall have any further obligation hereunder to each other. If you do not rescind this Agreement, you still may terminate the Agreement without any termination fee or penalty within 10 business days after the date of the first bill issued to you under this Agreement by calling Company XYZ Energy toll-free at 866-694-1262 to let Company XYZ Energy know to terminate this Agreement. You may terminate a residential electric supply agreement in this manner only one time in any 12 month period. Upon termination, you will remain responsible for all obligations, including payment for Retail Power and related costs and charges, incurred under this Agreement prior to the effective date of termination, including any applicable termination fee.

- 7. Termination:** Company XYZ Energy may terminate this Agreement for any non-payment or any other breach of this Agreement upon 30 days prior written notice to you of such termination. If you fail to cure your non-payment or breach of this Agreement within the 30 day notice period, Company XYZ Energy may terminate the Agreement even if you subsequently cure the non-payment or breach after such period has expired. Company XYZ Energy may also terminate this Agreement upon 30 days prior written notice to you due to a change in law or other act beyond Company XYZ Energy's reasonable control or if Company XYZ Energy is no longer able to serve you. In addition, Company XYZ Energy reserves the right to reject your enrollment or terminate this Agreement: 1) If you move within or outside of your DSP's service territory; 2) You fail to remain a customer of your DSP throughout the Term; 3) You fail to be eligible for your DSP's consolidated billing and purchase of receivables program throughout the Term; or 4) You rescind your authorization for release of information. Upon any termination of this Agreement, you will return to your DSP's power and energy supply service unless you have selected another alternative retail electric supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon termination, you will remain responsible for all obligations, including payment for Retail Power and related costs and charges incurred under this Agreement prior to the effective date of termination, including any applicable termination fee.
- 8. Assignment, Moving Outside of Your DSP's Service Territory:** Pursuant and in accord with any applicable State laws or regulations, including any required notice to you therein, Company XYZ Energy may assign, subcontract or delegate all or any part of its rights and/or obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement without Company XYZ Energy's prior written consent. Company XYZ Energy agrees not to unreasonably withhold such consent. If you move outside of your DSP's service territory, you may terminate this Agreement without incurring an early termination fee if such a fee would otherwise apply.
- 9. Information Release Authorization:** Throughout the Term, you authorize Company XYZ Energy to obtain information from the DSP that includes, but is not limited to, your account name, account number, billing address, service address, telephone number, standard offer service type, meter readings, and, when charges hereunder are included on your DSP bill, your billing and payment information. You authorize Company XYZ Energy to release such information to third parties, including affiliates that need to know such information in connection with your Retail Power service. These authorizations will remain in effect as long as this Agreement is in effect.
- 10. Dispute Resolution:** If you have a billing or other dispute involving Company XYZ Energy's service, you may contact Company XYZ Energy toll free at (555) 555-5555 between the hours of 8:00 am and 7:00 pm Central Prevailing Time Monday through Friday; or by e-mail at CompanyXYZCustServ@Companyxyz.com; or via mail at Company XYZ Energy, Attn: Customer Service, 12345 Main Street, Energyville, Illinois, 65432. Inquiries and complaints can also be made directly to the Illinois Commerce Commission by calling toll free (800) 524-0795 or visiting their web site at www.icc.illinois.gov. While a customer complaint is pending investigation by Company XYZ Energy and/or the Illinois Commerce Commission, you are not obligated to pay the disputed portion of the bill. However, you remain obligated to pay any undisputed portion of the bill. You will be notified when the investigation is completed, and, if incorrect, your bill will be adjusted accordingly.
- 11. Limitation of Liability; Jury Trial Waiver:** You agree that neither Company XYZ Energy nor any of its employees, officers, directors, affiliates, agents, or subcontractors of any type or tier (collectively, the Company XYZ Energy Parties) will be liable for any damages or claims of any kind or nature for matters within the control of your DSP or the retail transmission organization controlling the electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. The Company XYZ Energy Parties will not be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the DSP. The Company XYZ Energy Parties' liability will be limited to direct actual damages only up to the amount of your single largest monthly invoice for Retail Power during the preceding 12 months. In no event will the Company XYZ Energy Parties be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Agreement. **BOTH YOU AND Company XYZ Energy AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**
- 12. Force Majeure:** A Force Majeure Event may arise due to causes and events out of Company XYZ Energy's reasonable control, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access DSP's system; and non-performance by your DSP. For example, Company XYZ Energy does not control the transmission and distribution lines owned by your DSP and used by the DSP to deliver Retail Power to your home. Force Majeure Events may result in interruptions in your service. Company XYZ Energy is not liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event, nor is Company XYZ Energy liable for damages caused by Force Majeure Events.
- 13. Contact Information:** In the event of an emergency involving your electric service (e.g. an outage or downed power lines) you should call the emergency line for your DSP. **The Ameren Illinois emergency phone number is: (800) 755-5000.** In all other situations, you may contact Company XYZ Energy's toll free at (555) 555-5555 or by e-mail at CompanyXYZCustServ@Companyxyz.com; or via mail at Company XYZ Energy, Attn: Customer Service, 12345 Main Street, Energyville, Illinois, 65432.